

727899

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



## EASEMENT

Between

Marvin K. Clark and Karen C. Opper

And

Lillie M. Kendall

After recording, return to (Name, Address, Zip):

M06-07870

Klamath County, Oregon

04/21/2006 03:19:22 PM

Pages 4 Fee: \$36.00

SPACE RESERVED  
FOR  
RECORDER'S USE

By \_\_\_\_\_, \_\_\_\_\_

THIS AGREEMENT made and entered into on August 2005, by and between Marvin K. Clark and Karen C. Opper hereinafter called the first party, and Lillie M. Kendall hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Parcels 1, 2, and 3 of Major Partition #65-91 located in Sections 9, 10, 15, 16 of Township 39 South, Range 8 E.W.M.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

SW 1/4 of the NW 1/4 of Section 15, Township 39 South Range 8 East of the Willamette Meridian

NOW, THEREFORE, in view of the premises and in consideration of \$ none by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

Easement for ingress, egress and utilities over and across existing or future roads as they exist now or may come to exist terminating on Balsam Drive.

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

36

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and the second party's right of way shall be parallel with the center line and not more than \_\_\_\_\_ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for \_\_\_\_\_% and the second party responsible for \_\_\_\_\_. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF the parties have hereunto set their hands in duplicate on the day and year first written above.

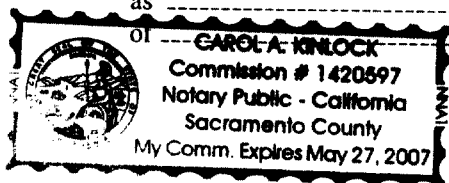
Marvin K. Clark  
Marvin K. Clark  
Karen C. Opper  
Karen C. Opper

California  
STATE OF OREGON, County of Sacramento ss.

This instrument was acknowledged before me on March 10, 2006  
by Karen C. Opper

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

as \_\_\_\_\_  
of \_\_\_\_\_



Carol A. Kinlock, notary  
Notary Public for Oregon California  
My commission expires 5/27/07

Lillie M. Kendall

SECOND PARTY

STATE OF OREGON, County of \_\_\_\_\_ ss.

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

as \_\_\_\_\_  
of \_\_\_\_\_

Notary Public for Oregon  
My commission expires \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Sacramento

SS.

On

3/10/06

Date

before me,

Carol A Kinlock Notary

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

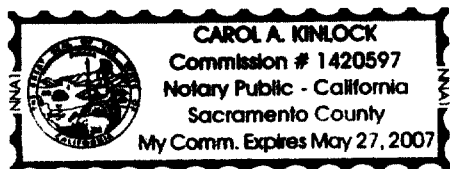
personally appeared

Karen C. Oppen

Name(s) of Signer(s)

- ☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carol A Kinlock

Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document:

Easement

Document Date:

August 2005

Number of Pages:

2

Signer(s) Other Than Named Above:

### Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

## ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Shasta }

On March 15, 2006, before me Andrea Thompson, Notary Public (name, title of officer),  
personally appeared Marvin K Clark

☒ personally known to me – OR – ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/  
her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon  
behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Andrea Thompson  
Signature