

EA

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

**EASEMENT**

Between

**Russell K. Ovgard**  
**Elizabeth K. Ovgard**

And

**Ken Brasser**

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

**Ken Brasser**  
**6415 Harlan Drive**  
**Klamath Falls, OR 97603**

**M06-10311**

Klamath County, Oregon

05/23/2006 08:20:49 AM

Pages 3 Fee: \$31.00

SPACE RESERVED

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THIS AGREEMENT made and entered into on \_\_\_\_\_, by and  
 between **Russell K. and Elizabeth K. Ovgard**  
 hereinafter called the first party, and **Ken Brasser**  
 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:

**Parcel 1 of Land Partition 47-05**

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:

**Parcel 3 of Land Partition 3-04**

NOW, THEREFORE, in view of the premises and in consideration of \$ **0.00** 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:

**(See Exhibit A)**

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

CA  
 31- o/c R. C. Hamilton



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 Perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

**See Recorded Covenants and Restrictions for  
Land Partition 3-04**

~~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.

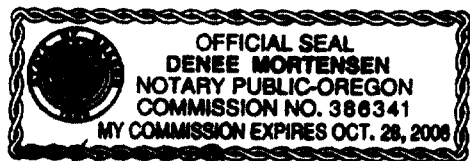
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

Elizabeth K. Agard  
Russell K. Agard  
FIRST PARTY

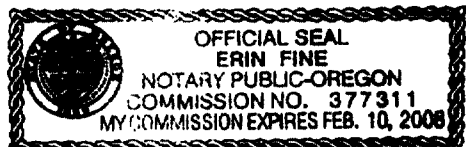
STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledged before me on Elizabeth Agard  
by \_\_\_\_\_  
This instrument was acknowledged before me on Russell Agard  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Denee Mortensen  
Notary Public for Oregon  
My commission expires Oct 27, 2008

Ken Brasser  
SECOND PARTY

STATE OF OREGON, County of Klamath ss.  
This instrument was acknowledged before me on 5/22/06  
by Ken Brasser  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



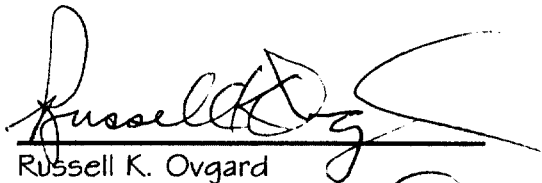
Erin Fine  
Notary Public for Oregon  
My commission expires 2/10/08

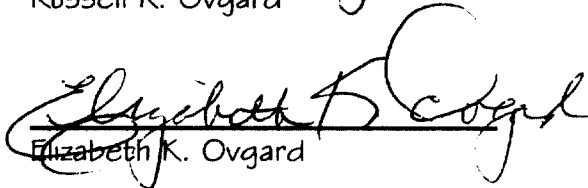
"EXHIBIT A"

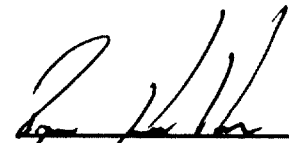
A private access easement on a tract of land platted as Parcel 1 of Land Partition 47-05 situated in the S1/2 NW 1/4 of Section 7, T39S R10E WM, Klamath County Oregon. Being more particularly described as follows:

Commencing at a 5/8" iron pin with a TRU-LINE SURVEYING INC. PLASTIC CAP marking the initial point of Land Partition 47-05 filed with the Klamath County Clerk, thence S89°25'11"W, 164.01 feet along the north right of way of Booth Rd. to a 5/8" iron pin with a TRU-LINE SURVEYING INC. PLASTIC CAP; thence leaving said right of way N00°00'04"W, 317.00 feet to the point of beginning of the access easement being described: thence N89°59'56"E, 16.00 feet to a point; thence N00°00'04"W, 216.92 feet to a point on the north line of parcel 1 of said land partition 47-05; thence along said north line S89°50'24"W, 16.00 feet to a 5/8" iron pin with a TRU-LINE SURVEYING INC. PLASTIC CAP; thence leaving said north line S00°00'04"E 216.88 feet to the point of beginning; the described access easement contains 0.08 acres more or less. Bearings and distances based on land partition 3-04, county survey #7026.

Above described access easement to benefit parcel 3 of Land Partition 3-04, filed with the Klamath County Clerks Office, and any future partition of said parcel. Refer to additional covenants and restrictions for Land Partition 3-04 for construction and maintenance of access easement.

  
Russell K. Ovgard

  
Elizabeth K. Ovgard

  
Ryan Hamilton LS 65472  
(expires 06-30-07)