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



EASEMENT

M06-10920

Klamath County, Oregon

05/31/2006 08:49:30 AM

Pages 2 Fee: \$26.00

Between

DAVID CLAWSON AND BEVERLY CLAWSON
 2161 Hornedale Rd.
 Klamath Falls OR 97603

SP:

And

Arnold B. Walker And Constance Geller
 7755 Riverwood Dr.
 Sandy UT 84093

RE:

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

Arnold Walker & Constance Geller
 7755 Riverwood Dr.
 Sandy UT 84093

THIS AGREEMENT made and entered into on AUGUST 22, 2005, by and between DAVID CLAWSON AND BEVERLY CLAWSON, hereinafter called the first party, and ARNOLD B. WALKER AND CONSTANCE GELLER, 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: THE NORTH 1/2, OF THE SE 1/4, OF SECTION 17, T36S, R13E, W11.

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: E 1/2, OF THE SW 1/4, OF SECTION 17, T36S, R13E OF THE WILLAMETTE MERIDIAN KLAMATH COUNTY, OREGON

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 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: A RIGHT OF WAY 60 FEET WIDE STARTING AT A JOINT ROADWAY EASEMENT OVER AND ACROSS SECTIONS 8 & 17 (DESCRIBED IN VOL M02 PAGE 55449-57 RECORDED IN KLAMATH COUNTY ON 9/30/2002) THEN WESTERLY 450 FEET PLUS OR MINUS ALONG THE NORTH BOUNDARY OF THE NORTH 1/2 OF THE SE 1/4, OF SECTION 17, T36S, R13E, W11.

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

(OVER)

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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 FOR PERPETUITY, always subject, however, to the following specific conditions, restrictions and considerations: THE MAINTENANCE OF THIS EASEMENT SHALL BE SHARED EQUALLY BETWEEN PARTIES INVOLVED.

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.

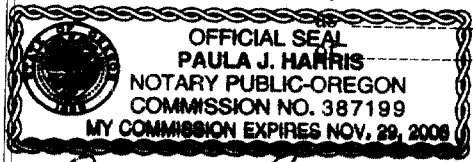
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

David B. Clauson
Beverly A. Clauson
 FIRST PARTY

STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on May 30, 2006
 by David B. Clauson & Beverly A. Clauson
 This instrument was acknowledged before me on _____
 by _____



Paula J. Harris
 Notary Public for Oregon
 My commission expires Nov 29, 2008

Arnold B. Walker
Constance J. Goller
 SECOND PARTY

STATE OF OREGON, County of Klamath ss.
 This instrument was acknowledged before me on May 30, 2006
 by Arnold B. Walker & Constance J. Goller
 This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Paula J. Harris
 Notary Public for Oregon
 My commission expires Nov 29, 2008