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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

M06-11800

Klamath County, Oregon

06/09/2006 11:43:34 AM

Pages 2 Fee: \$26.00

Between

DAVID CLAWSON & BEVERLY CLAWSON
2161 HOMEDALE RD
KLAMATH FALLS, OR 97603

And

ARNOLD B WALKER & CONSTANCE GOLLER
7755 RIVERWOOD DR
SANDY, UTAH 84093

SPAC

REC

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

ARNOLD B WALKER
7755 RIVERWOOD DR
SANDY UTAH 84093

THIS AGREEMENT made and entered into on MAY 30, 2006, by and between DAVID CLAWSON & BEVERLY CLAWSON, hereinafter called the first party, and ARNOLD B WALKER & CONSTANCE GOLLER, 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 WM

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: EAST 1/2 OF THE SW 1/4, OF SECTION 17, T36S, R13E WM KLAMATH COUNTY, OR.

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 PORTION OF A JOINT ROADWAY EASEMENT OVER AND ACROSS SECTIONS 8 AND 17 T36S, R13E. W.M. DESCRIBED AND RECORDED IN KLAMATH COUNTY VOL. MDZ PG 55449-57.

SAID EASEMENT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS OUTLINED IN THE ORIGINAL AGREEMENT INDICATED ABOVE. SAID EASEMENT IS ASSIGNED THEREFORE TO THE SECOND PARTY, ARNOLD B WALKER AND CONSTANCE GOLLER ON MAY 30, 2006,

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

(OVER)



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:

NONE EXCEPT FOR THOSE OUTLINED AND RECORDED ON VOL MDZ PG 55449-57 IN KLAMATH COUNTY, OR.

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:

N.A.

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.)

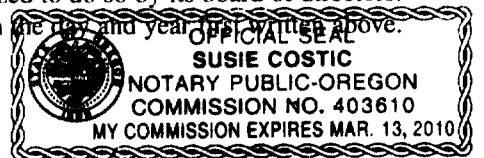
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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 Clawson
FIRST PARTY



STATE OF OREGON, County of Klamath) ss. June 9, 2006
This instrument was acknowledged before me on
by DAVID CLAWSON BEVERLY CLAWSON
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Arnold B Walker
SECOND PARTY

Susie Costic
Notary Public for Oregon
My commission expires March 13, 2013

STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on
by ARNOLD B WALKER CONSTANCE GOLLER
This instrument was acknowledged before me on _____
by _____
as _____
of _____



Notary Public for Oregon
My commission expires _____