

EA

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

**EASEMENT**

Between

JAMES C. CALLAHAN; MEGHAN C.  
CALLAHAN AND BUDDY E. KNESS  
22451 HWY 70 BONANZA OR 97623

And

WILLIAM M. FOSTER AND  
LYNN J. JASSMANN-FOSTER  
22595 HWY 70 BONANZA OR 97623

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

WILLIAM M. FOSTER AND  
LYNN J. JASSMANN-FOSTER  
22595 HWY 70  
BONANZA OR 97623-9751

**M06-12821**

Klamath County, Oregon

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Pages 2 Fee: \$26.00

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RE

THIS AGREEMENT made and entered into on JUNE 22, 2006, by and  
 between JAMES C. CALLAHAN, MEGHAN C. CALLAHAN AND BUDDY E. KNESS  
 hereinafter called the first party, and WILLIAM M. FOSTER AND LYNN J. JASSMANN-FOSTER  
 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:

A portion of the Northeast one quarter of the Northwest one quarter of Section 34,  
 Township 38, South, Range 11 ¼ East of the Willamette Meridian, in the County of  
 Klamath, State of Oregon, beginning 209 feet North of the Southeast corner of the  
 Northeast quarter of the Northwest quarter of said section; thence West 418 feet; thence  
 South 178 feet of the right of way line of the Diary-Bonanza Highway; thence West  
 along said right of way line 36 feet; thence North about 460 feet to the Southerly right of  
 way line of the Klamath Falls-Lakeview Highway #140 (formerly #66); thence  
 Northeasterly along said right of way line about 650 feet to the East line of the said NE  
 ¼ of the NW ¼ of Section 34; thence South along said line about 731 feet to the point of  
 beginning.

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:

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

Starting at the Horsefly Irrigation District ditch at a point 30 feet east of the western  
 boundary of lot 1600, easement shall commence at HFID canal thereby south a  
 distance of 220 feet in length and 5 foot in width to a point ending on Foster property.

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

(OVER)

2604



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:

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.

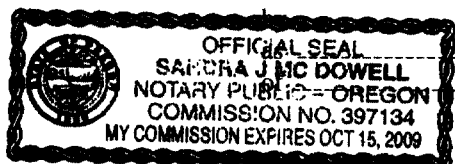
[Signature]  
FIRST PARTY

Buddy Kress

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on June 30, 2006  
by Sandra J McDowell

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



Sandra J McDowell  
Notary Public for Oregon  
My commission expires 10-15-2009

[Signature]  
SECOND PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on June 22, 2006  
by William M. Foster and Lynn J. Jassmann Foster

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



Danise Brakeman  
Notary Public for Oregon  
My commission expires 10-22-08