

EB

**EASEMENT****M06-12941**

Klamath County, Oregon

06/23/2006 03:24:56 PM

Pages 2 Fee: \$26.00

Between

LOREN D JOHNSTON & ROSALYN S. JOHNSTON
 2547 MADISON ST
 KLAMATH FALLS OR 97603

And

JOEL T BASCH & AMBER L. BASCH
 2611 MADISON ST
 KLAMATH FALLS OR 97603

SF

RI

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

Spoon
2611 Madison K. Falls
03
15th 06-326

THIS AGREEMENT made and entered into on JUNE 1, 2006, by and between LOREN D. JOHNSTON AND ROSALYN S. JOHNSTON, hereinafter called the first party, and JOEL T. BASCH AND AMBER L. BASCH, 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 3 OF LAND PARTITION 44-98 IN KLAMATH COUNTY, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. SAID LAND PARTITION BEING A PORTION OF LOTS 9 THRU 11 IN BLOCK 2 OF HOMELAND TRACTS, SITUATED IN THE NW1/4 SW1/4 OF SECTION 1, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

First American Title Ins. Co. has recorded this instrument by request as an accommodation only and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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:

THE WEST 230 FEET OF LOT 12, BLOCK 2, HOMELAND TRACTS, IN THE COUNTY OF KLAMATH, STATE OF OREGON, EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF MADISON AVENUE.

NOW, THEREFORE, in view of the premises and in consideration of \$ OTHER THAN MONEY 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:

THE NORTHERLY 30 FEET AND THE WESTERLY 30 FEET OF PARCEL 3 OF LAND PARTITION 44-98, IN KLAMATH COUNTY, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. SAID LAND PARTITION BEING A PORTION OF LOTS 9 THRU 11 IN BLOCK 2 OF HOMELAND TRACTS, SITUATED IN THE NW1/4 SW1/4 OF SECTION 1, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

26. F



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:
N/A

and the second party's right of way shall be parallel with the center line and not more than N/A 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.)

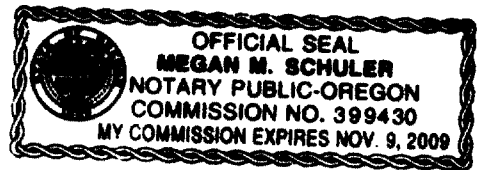
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

Loren D. Johnston
LOREN D. JOHNSTON
Rosalyn S. Johnston
ROSALYN S. JOHNSTON FIRST PARTY



STATE OF OREGON, County of KLAMATH) ss.
This instrument was acknowledged before me on June 15th, 2006,
by LOREN D. JOHNSTON AND ROSALYN S. JOHNSTON
This instrument was acknowledged before me on June 15th, 2006,
by _____
as _____
of _____

Megan M. Schuler
Notary Public for Oregon
My commission expires November 9th, 2009

JOEL T. BASCH

AMBER L. BASCH SECOND PARTY

STATE OF OREGON, County of KLAMATH) ss.
This instrument was acknowledged before me on _____,
by JOEL T. BASCH AND AMBER L. BASCH
This instrument was acknowledged before me on _____,
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____