

EA

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



EASEMENT

2006-022101

Klamath County, Oregon



00007928200600221010040049

SPACE RESE
FOR
RECORDER'S USE

11/03/2006 10:39:55 AM

Fee: \$36.00

No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

Between —
Victor J. Scaravilli and
Eric A. Scaravilli

And
Larry & Judy Blomquist Trustees
Blomquist Family Trust
uad 3/9/04

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

Larry Blomquist
4611 Marsh Hawk Dr.
Klamath Falls, Or. 97601

THIS AGREEMENT made and entered into on October 5, 2006, by and between Victor J. Scaravilli and Eric A. Scaravilli, hereinafter called the first party, and Larry & Judy Blomquist Trustees Blomquist Family Trust uad 3/9/04, 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:

Commencing at the southeast corner of Lot 3, Block 6 of said Tract 1080, "Washburn Park": thence N.00°04'50"E., along the east line said Lot 3, a distance of 220.00 feet; thence N.89°55'10"W., 250.00 feet; thence N.00°04'50"E., 32.00' to the TRUE POINT OF BEGINNING of this description; thence N.89°55'10"W., 5.00 feet; thence N.00°04'50"E., 10.00' thence S.89°55'10"E., 5.00 feet; thence S.00°04'50"W., 10.00' to the Point of Beginning. Containing 50 Square feet, more or less with bearings based upon record of survey No. 4502 on file in the office of the Klamath County Surveyor.

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:

A tract of land situated in Lot 3, Block 6 tract 1080, Washburn Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at the Northeast corner of said Lot 3 as marked by a ½ inch iron pin; thence South 00°04'50" West along the Westerly right of way line of Washburn Way 7.7 feet to the Point of Beginning; thence continuing South 00°04'50" West 212.3 feet; thence North 89°55'10" West parallel to the North line of said Lot 3, 250.00 feet; thence North 00°04'50" East 212.3 feet, which point is 7.7 feet South of the North Line of Lot 3; thence South 89°55'10" East parallel to the North line of said Lot 3, 250.00 feet to the point of beginning on the Westerly right of way line of said Washburn Way, with bearings based on said Tract 1080, Washburn Park.

NOW, THEREFORE, in view of the premises and in consideration of \$ -0- 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 sanitary sewer easement over and across a portion of Lot 3, Block 6, Tract 1080 "Washburn Park" according to the official plat thereof on file in the office of the Klamath County Clerk, situated in the SE ¼ of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said easement being more particularly described as follows: In first section above.

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

(OVER)



430 Walnut Ave.
PO Box 909
Klamath Falls OR 97601

EXHIBIT "A"

SANITARY SEWER EASEMENT DESCRIPTION

A sanitary sewer easement over and across a portion of Lot 3, Block 6, Tract 1080 "Washburn Park" according to the official plat thereof on file in the office of the Klamath County Clerk, situated in the SE1/4 of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said easement being more particularly described as follows:

Commencing at the southeast corner of Lot 3, Block 6 of said Tract 1080, "Washburn Park"; thence N.00°04'50"E., along the east line said Lot 3, a distance of 220.00 feet; thence N.89°55'10"W., 250.00 feet; thence N.00°04'50"E., 32.00' to the True Point of Beginning of this description; thence N.89°55'10"W., 5.00 feet; thence N.00°04'50"E., 10.00'; thence S.89°55'10"E., 5.00 feet; thence S.00°04'50"W., 10.00' to the Point of Beginning. Containing 50 square feet, more or less with bearings based upon record of survey No. 4502 on file in the office of the Klamath County Surveyor.

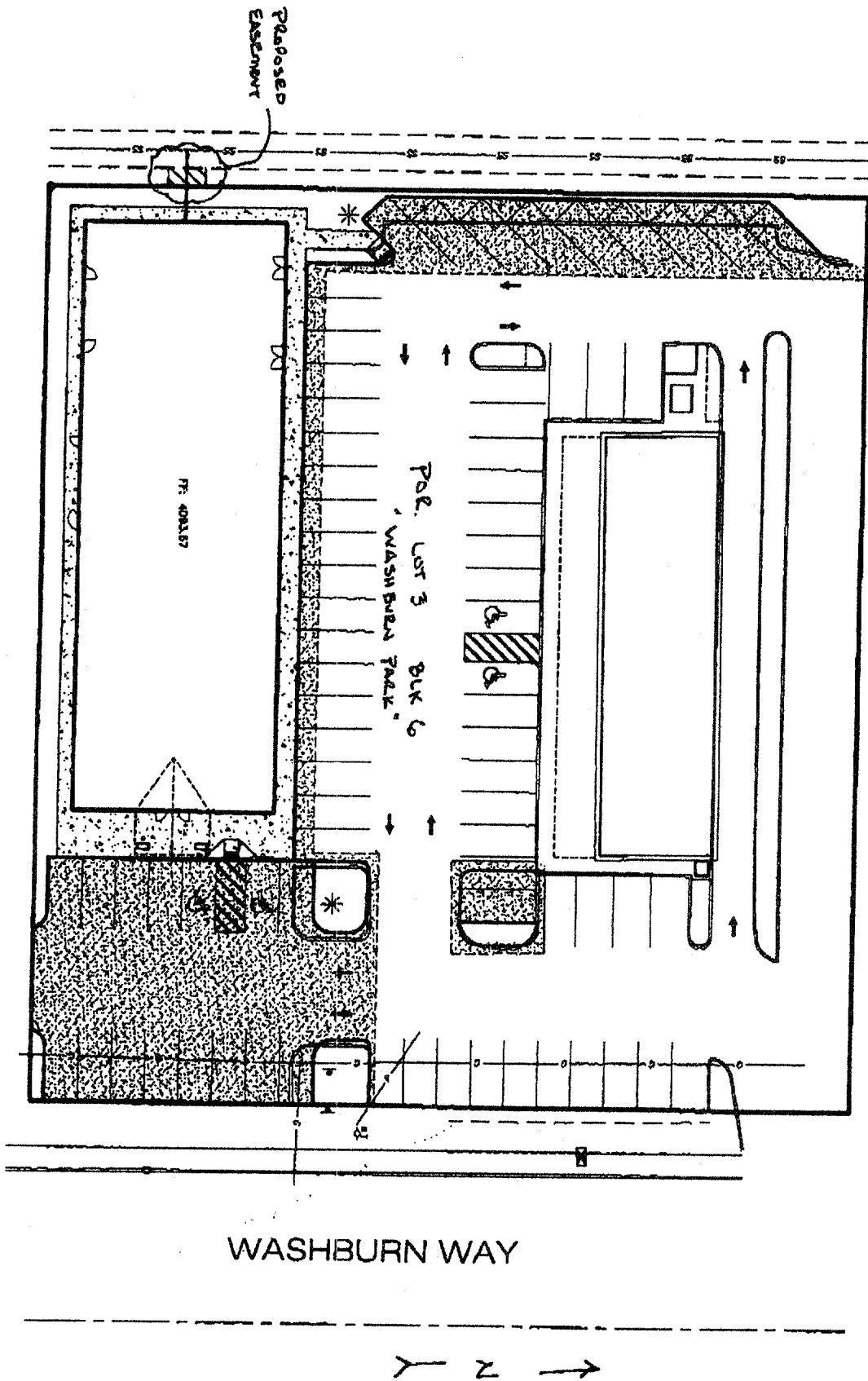


EXHIBIT "B"



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

Right to construct, operate and maintain all necessary pipe and valves for sewer connection between second parties property and city sewer right of way within First Parties Property

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:

-Not applicable-

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.

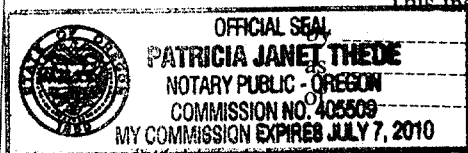
Victor J. Scaravilli

FIRST PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on November 2, 2006 by Victor J. Scaravilli

This instrument was acknowledged before me on _____



Patricia Janet Thebe

Notary Public for Oregon

My commission expires 7-7-10

[Signature]

SECOND PARTY

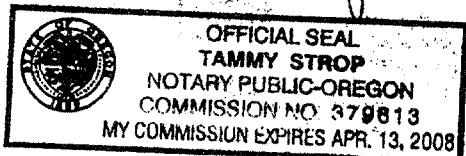
STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on October 23, 2006 by _____

This instrument was acknowledged before me on October 23, 2006 by Larry Blomquist

as Trustee

of Larry + Judy Blomquist, Trust



Tammy Strop

Notary Public for Oregon

My commission expires April 13, 2006