

EA

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



MITC1394-8513

EASEMENT

Between

Khal + Emily JADA

And

Kaybee Land & Livestock

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

Keith McClung

P.O. Box 7659

Klamath Falls, OR

97601

2007-002876

Klamath County, Oregon



00015494200700028760060069

SPACE RESE

02/20/2007 11:27:09 AM

Fee: \$46.00

RE

THIS AGREEMENT made and entered into on MARCH 1 2006, by and between KHAL + JADA AND EMILY JADA husband and wife hereinafter called the first party, and KAYBEE LAND AND LIVESTOCK LLC, an Oregon Limited Liability Company, 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:

See attached Exhibit A made a part hereof

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:

See attached Exhibit B made a part hereof

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: an easement 5ft. in width for sewer lines, maintenance, pipes and all appurtenances relating thereto over and across the real property of the First Party. Said easement shall allow for ingress and egress for maintenance. See attached map attached hereto as Exhibit C for approximate location of said lines.

Second party will be responsible for any repairs or maintenance from first parties discharge line following easement North to property line.

AMERITITLE 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.

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

(OVER)

440



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:

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 100%. (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.

Khail Jada
Khail Jada

Emily Jada
Emily Jada

FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on March 15 2006
by Khail Jada nad Emily Jada

This instrument was acknowledged before me on _____
by _____
as _____
of _____

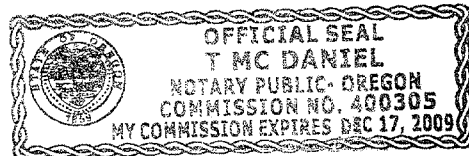
[Signature]
Notary Public for Oregon

My commission expires 12/17/09

Kaybee Land and Livestock LLC

By [Signature]
Managing Member Keith McClung

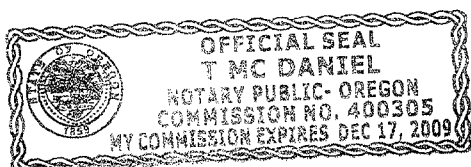
SECOND PARTY



STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on _____
by _____

This instrument was acknowledged before me on March 1 2006
by Keith E. McClung
as Managing Member
of Kaybee Land and Livestock llc



[Signature]
Notary Public for Oregon

My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

State of

Oregon

County of

Klamath

On this the

16

day of

Feb

2006, before me,

TMcDaniel

, the

undersigned Notary Public, personally appeared

Emily Jada

Personally known to me

X

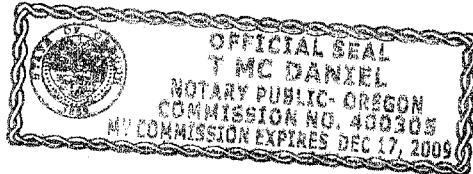
Proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.

Notary's signature

My commission expires:

12/17/09



Title or Type of document

easement

Number of pages

5

Date of document

3-1-06

Signer(s) other than named above

Khail Jada + Keith McClung

THIS CERTIFICATE MUST BE ATTACHED TO THE ABOVE DESCRIBED DOCUMENT.

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land situated in Tract 45 of Altamont Small Farms in the NW1/4 SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at a 5/8" iron pin with Tru-Line Surveying plastic cap on the Easterly right-of-way line of Altamont Drive from which the platted Northwest corner of said Lot 45 bears North 00 degrees 11' 00" East 96.34 feet and North 88 degrees 46' 00" West 10.00 feet; thence South 00 degrees 11' 00" West, along said right-of-way line, 134.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap marking the most Northerly corner of that tract of land for additional right-of-way as described in Deed Volume M79, page 8412; thence South 44 degrees 33' 38" East 28.41 feet to the Southeast corner of said tract and being on the South line of said Tract 45 and marked by a 5/8" iron pin with Tru-Line Surveying plastic cap; thence along said South line South 89 degrees 18' 20" East 135.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence North 00 degrees 11' 00" East 154.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence North 89 degrees 18' 20" West 155.00 feet to the point of beginning, with bearings based on Altamont Drive as being North 00 degrees 11' 00" East.

Tax Account No: 3909-015D0-01601-000

Key No: 18750

EXHBIT "B"
LEGAL DESCRIPTION

PARCEL 1:

A tract of land situated in Tract 45 of ALTAMONT SMALL FARMS in the NW1/4 SE1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at a 5/8" iron pin with Tru-Line Surveying plastic cap on the Easterly right-of-way line of Altamont Drive from which the platted Northwest corner of said Tract 45 bears North 88° 46' 00" West 10.00 feet; thence South 00° 11' 00" West, along said Easterly right-of-way line, 96.34 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence South 89° 18' 20" East 155.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap; thence South 00° 11' 00" West 154.00 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap on the South line of said Tract 45; thence South 89° 18' 20" East 392.47 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap marking the Southeast corner of said Tract 45; thence North 00° 19' 00" West 245.25 feet to a 5/8" iron pin with Tru-Line Surveying plastic cap marking the Northeast corner of said Tract 45; thence North 88° 46' 00" West 545.40 feet to the point of beginning with bearings based on Altamont Drive as being North 00° 11' 00" East.

Tax Account No: 3909-015D0-01600-000

Key No: 579519

PARCEL 2:

The S1/2 of Tract 44, ALTAMONT SMALL FARMS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM a 10 foot strip along the Westerly boundary of said Lot, conveyed for road purposes.

Tax Account No: 3909-015D0-01500-000

Key No: 579500

