

EA

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

EASEMENT

Between

James R. & Yvette M. Adams
3 N Old Stage Road
Mt. Shasta, CA 96067

And

The General Public

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

Klamath County
305 Main Street
Klamath Falls, OR 97601
Attn: Public Works

2007-013863

Klamath County, Oregon



00028532200700138630040048

SPACE RESER

08/07/2007 08:42:50 AM

Fee: NO FEE

RECC

THIS AGREEMENT made and entered into on _____, by and between **James R. & Yvette M. Adams** hereinafter called the first party, and **General Public**

_____, 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: **SE1/4 SE1/4 Section 7, and SW1/4 SW1/4 Section 8 T.41S. R.6E Willamette Meridian.**

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:

N/A

NOW, THEREFORE, in view of the premises and in consideration of \$ **None** 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:

See Exhibit "A"

(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:

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:

See Exhibit "A"

~~and the second party shall hold the easement in trust for the first party and shall not convey the easement to any other person or entity without the written consent of the first party.~~

~~During the existence of this easement, the first party shall be responsible for the maintenance and repair of the easement, including the cost of any and all materials and labor necessary for such maintenance and repair. The first party shall also be responsible for the cost of any and all damages to the easement caused by the first party or any person or entity under the first party's control, direction or influence. The second party shall be responsible for the cost of any and all damages to the easement caused by the second party or any person or entity under the second party's control, direction or influence. The cost of such damages shall be apportioned between the first and second parties in proportion to their respective interests in the easement.~~

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.

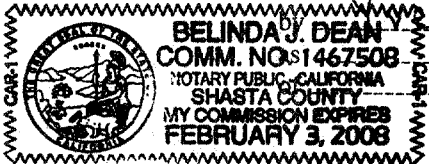
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

James R. Adams
John M. Adams
FIRST PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on August 2, 2007
by James R. Adams

This instrument was acknowledged before me on August 2, 2007
by John M. Adams



see attached bid 8/2/07
Belinda J. Dean
Notary Public for Oregon
My commission expires February 3, 2008

SECOND PARTY

STATE OF OREGON, County of _____) ss.
This instrument was acknowledged before me on _____
by _____
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____

EXHIBIT "A"

A sixty (60.00) foot wide Public Access Easement located in the SE1/4 SE1/4 of Section 7 and the SW1/4 SW1/4 of Section 8, all in Township 41 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon. Said easement being thirty (30.00) feet on each side of the following described centerline, the sidelines of such being made to intersect and are continuous:

Commencing at a point that bears N 37° 47' 54" W, 345.36 feet from the section corner common to 7, 8, 17, and 18, said township and range; thence N 85° 48' 14" E, 50.00 feet; thence N 76° 48' 57" E, 120.00 feet; thence N 62° 11' 04" E, 439.59 feet; thence N 52° 23' 29" E, 499.44 feet; thence N 59° 07' 44" E, 70.17 feet to a point that bears N 43° 15' 33" E, 1166.95 feet from said section corner. Said 60 foot strip contains 1.62 acres more or less. Bearings and distances from recorded Klamath County Survey No. 7403.

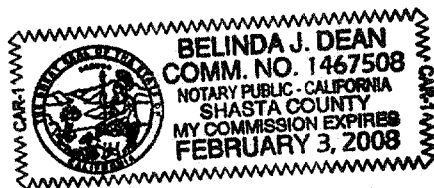
State of California

County of Shasta

On August 2, 2007 before me, Belinda J. Dean
personally appeared James R. Adams & Yvette M. Adams,
personally known to me (or proved on the basis of satisfactory evidence) to be
the person(s) whose name(s) is/are subscribed in the within instrument and
acknowledged to me that he/she/they executed the same in his/her/ their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Belinda J. Dean
Notary public in and for said State.



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Cowdery's Form No. 10G-ACKNOWLEDGEMENT-General (Civil Code 1189(a))(Revised 7/1/94)