

EA

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



EASEMENT

2008-002678

Klamath County, Oregon



00041063200800026780040042

SPACE RESER
FOR
RECORDER'S

03/03/2008 03:30:07 PM

Fee: \$36.00

Between

Charles and Susan Atkinson
P.O. Box 374
Dorris, CA 96023

And

Raymond and Susan Costic
20716 Keno Worden Road
Klamath Falls, OR 97603

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

RAYMOND + SUSAN Costic
20716 KENO WORDEN Rd
KLAMATH FALLS, OR 97603

THIS AGREEMENT made and entered into on March 30, 2007, by and between Charles A. Atkinson and Susan L. Atkinson hereinafter called the first party, and Raymond David Costic, Sr. and Susan M. L. Costic 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 W1/2 SW1/4 Section 33, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of the W1/2 W1/2 NW1/4 SW1/4 of Section 33, Township 40 South, Range 8 East of the Willamette Meridian; thence South 00° 33' 03" West 888.42 feet to the true point of beginning of this description; thence continuing South 00° 33' 03" West 884.90 feet to a point; thence East 987.722 feet to a point on the East line of the SW1/4 SW1/4 of said Section 33 which point is 924.56 feet North of the Southeast corner of the SW1/4 SW1/4 of said Section 33; thence North 00° 18' 17" East 882.67 feet to a point; thence North 89° 44' 04" West 983.91 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:

A portion of the NW1/4 SW1/4 of Section 33, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Northeast corner of the W1/2 W1/2 NW1/4 SW1/4 of Section 33, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South 89° 36' 21" East 980.09 feet to the Northeast corner of the NW1/4 SW1/4 of Section 33, Township 40 South, Range 8 East of the Willamette Meridian; thence South 00° 18' 77" West 886.21 feet to a point; thence North 89° 44' 04" West 983.91 feet to a point on the East line of the W1/2 W1/2 NW1/4 SW1/4 of said Section 33; thence North 00° 33' 03" East 888.42 feet to the point of beginning.

NOW, THEREFORE, in view of the premises and in consideration of \$ Ø 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 20 foot wide easement for Ingress and egress and drainage. As further described in Exhibit "A", and pursuant to the Limited Judgment recognizing said easement, in Klamath County Circuit Court Case Number 0503262CV, entered on December 11, 2006.

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

The responsibility of the parties to maintain the easement shall be governed by ORS 105.175(1) and ORS 105.175(3).

Also subject to the terms as set forth in Limited Judgment filed in Case #0503262CV

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 ATTACHED EXHIBIT "A"

~~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.

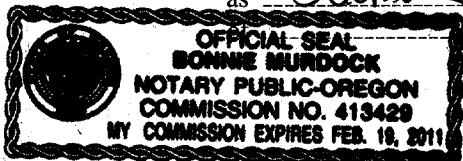
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Charles A. Atkinson
Charles A. Atkinson
Susan L. Atkinson
FIRST PARTY
Susan L. Atkinson

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on _____
by Charles A. Atkinson and Susan L. Atkinson

This instrument was acknowledged before me on October 26, 2007
by Charles A. Atkinson and
as Susan L. Atkinson



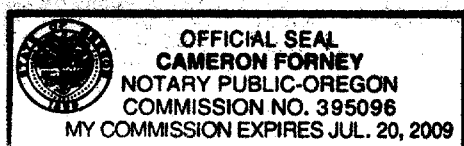
Bonnie Murdock
Notary Public for Oregon
My commission expires 2-19-2011

Raymond David Costic Sr.
Raymond David Costic, Sr.
Susan M. L. Costic
SECOND PARTY
Susan M. L. Costic

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on March 20, 2007
by Raymond David Costic, Sr. and Susan M. L. Costic

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



Cameron Forney
Notary Public for Oregon
My commission expires July 20, 2009

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

EXHIBIT "A"

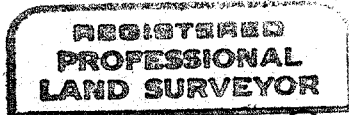
FEBRUARY 12, 2007

LEGAL DESCRIPTION OF 20 FOOT WIDE ACCESS EASEMENT

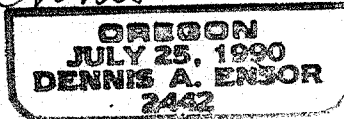
A 20 FOOT WIDE ACCESS EASEMENT BEING A PORTION OF PARCEL 2 OF "LAND PARTITION 79-76", SITUATED IN THE SW1/4 OF SECTION 33, T40S, R8EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID PARCEL 2, FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL 2 BEARS N00°33'03"E 95.28 FEET; THENCE N41°17'22"E 126.28 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE S89°44'04"E, ALONG THE SAID NORTH LINE, 26.51 FEET; THENCE S41°17'22"W 166.91 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2; THENCE N00°33'03"E 30.65 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 3616 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442



Dennis A. Ensor



EXPIRES 12/31/07

BEING IN PARCELS 1 & 2 OF MINOR PARTITION 79-76, SITUATED
IN THE SW1/4 OF SECTION 33, T40S, R8EWM, KLAMATH COUNTY, OREGON
FEBRUARY, 2007

