

EA

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

**EASEMENT****2008-004693****Klamath County, Oregon**

00043358200800046930040049

SPACE RESER  
FOR  
RECORDER'S USE

03/31/2008 03:23:00 PM

Fee: \$36.00

Between

Richard Brooks Bell

and

Greg L. Harris

And

Richard Brooks Bell

and

Greg L. Harris

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

Richard Bell and Greg Harris

36140 Northern Drive

Brownsville, Or. 97327

THIS AGREEMENT made and entered into on \_\_\_\_\_, by and  
between RICHARD Brooks Bell and Greg L. Harris  
hereinafter called the first party, and Richard Brooks Bell and Greg L. Harris  
\_\_\_\_\_, 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:

Section 17, T 34 S R 9 E, W.M. :

West  $\frac{1}{2}$  of Southwest  $\frac{1}{4}$

Section 19, T 34 S R 9 E, W.M. : East  $\frac{1}{2}$  Northeast  $\frac{1}{4}$  Northeast  $\frac{1}{4}$

Section 20, T 34 S R 9 E, W.M. :

Northwest  $\frac{1}{4}$  and North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the  
Southwest  $\frac{1}{4}$

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:

Same as above

NOW, THEREFORE, in view of the premises and in consideration of \$\_\_\_\_\_ 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 non-exclusive easement for ingress and egress 30 feet in width on the existing roadway and being 15 feet in width on each side of the centerline described in EXHIBIT " A " attached hereunto.

(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 " attached hereunto.

and the second party's right of way shall be parallel with the center line and not more than 15 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.

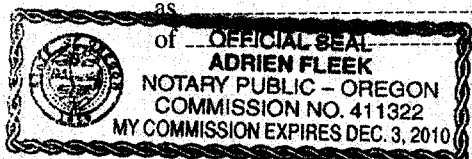
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

Greg L Harris  
Richard B Bell  
FIRST PARTY

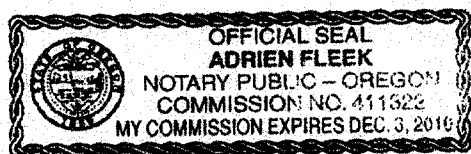
STATE OF OREGON, County of Wlamath  
This instrument was acknowledged before me on March 31, 2008  
by Greg L Harris and Richard B Bell  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_



Adrienne Fleek  
Notary Public for Oregon  
My commission expires 12-3-10

Greg L Harris  
Richard B Bell  
SECOND PARTY

STATE OF OREGON, County of Wlamath  
This instrument was acknowledged before me on March 31, 2008  
by Greg L Harris and Richard B Bell  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Adrienne Fleek  
Notary Public for Oregon  
My commission expires 12-3-10

EXHIBIT " A "

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A strip of land 30 feet in width for ingress, egress and utilities, situated in the SW  $\frac{1}{4}$  of Section 17, the West  $\frac{1}{2}$  of Section 20 and the NE  $\frac{1}{4}$  of Section 19 all in T 34 S R 9 E, W.M., Klamath County, Oregon, the centerline of said 30 foot strip being more particularly described as follows:

Beginning at a point in the center of the WILLIAMSON RIVER ROAD from which the Southwest Corner of said Section 17 bears S 00°52'26" W, 2595.70 feet; thence S 27°39'40" E, 72.05 feet; thence on a 786.56 foot radius curve to the left (Delta= 12°53'12", long chord bears S 34°06'16" E, 176.54 feet) 176.91 feet; thence S 40°32'52" E, 71.89 feet; thence on a 191.68 foot radius curve to the right (Delta= 61°11'25", long chord bears S 09°57'10" E, 195.12 feet) 204.71 feet; thence S 20°38'33" W, 329.17 feet; thence on a 408.43 foot radius curve to the left (Delta= 26°18'07", long chord bears S 07°29'30" W, 185.85 feet) 187.49 feet; thence S 05°39'34" E, 568.12 feet; thence on a 455.98 foot radius curve to the right (Delta= 21°18'37", long chord bears S 04°59'45" W, 168.62 feet) 169.60 feet; thence S 15°39'03" W, 107.91 feet; thence on a 354.84 foot curve to the left (Delta= 12°08'17", long chord bears S 09°34'55" W, 75.03 feet) 75.17 feet; thence S 03°30'46" W, 205.80 feet; thence on a 238.81 foot radius curve to the left (Delta= 44°16'08", long chord bears S 18°37'18" E, 179.96 feet) 184.51 feet; thence S 40°45'22" E, 58.85 feet; thence on a 212.35 foot radius curve to the right (Delta= 44°23'51", long chord bears S 18°33'27" E, 160.46 feet) 164.55 feet; thence S 03°38'29" W, 133.18 feet; thence on a 395.62 foot radius curve to the right (Delta= 11°29'54", long chord bears S 09°23'26" W, 79.26 feet) 79.39 feet; thence S 15°08'23" W, 159.19 feet; thence on a 369.00 foot radius curve to the right (Delta= 11°54'14", long chord bears S 21°05'30" W, 76.53 feet) 76.67 feet; thence S 27°02'37" W, 171.03 feet; thence S 21°50'53" W, 444.21 feet; thence on a 148.43 foot radius curve to the left (Delta= 64°25'21", long chord bears S 10°21'47" E, 158.24 feet) 166.89 feet; thence S 42°34'28" E, 267.41 feet; thence on a 414.70 foot radius curve to the right (Delta= 11°13'54", long chord bears S 36°57'31" E, 81.16 feet) 81.29 feet; thence S 31°20'34" E, 76.33 feet; thence on a 119.50 foot radius curve to the left (Delta= 32°35'10", long chord bears S 47°38'09" E, 67.05 feet) 67.96 feet; thence S 63°55'44" E, 71.84 feet;

EXHIBIT " A "  
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thence on a 225.88 foot radius curve to the right (Delta= 37°58' 44", long chord bears S 44°56'22" E, 147.00 feet) 149.73 feet; thence S 25°57'00" E, 48.18 feet; thence on a 143.49 foot radius curve to the right (Delta= 19°01'20", long chord bears S 16°26' 20" E, 47.42 feet) 47.64 feet; thence S 06°55'40" E, 204.67 feet; thence S 02°42'44" W, 112.79 feet; thence on a 484.30 foot radius curve to the left (Delta= 27°13'39", long chord bears S 10°54' 55" E, 227.99 feet) 230.14 feet; thence S 24°30'55" E, 174.39 feet; thence on a 236.69 foot radius curve to the right (Delta= 27°31'56", long chord bears S 10°44'57" E, 112.65 feet) 113.74 feet; thence S 03°01'01" W, 434.16 feet; thence on a 393.05 foot radius curve to the left (Delta= 42°01'34", long chord bears S 17°59'46" E, 281.88 feet) 288.30 feet; thence S 39°00'33" E, 275.44 feet; thence on a 362.82 foot radius curve to the left (Delta= 23°50'46", long chord bears S 50°55'56" E, 149.92 feet) 151.00 feet; thence S 62°51'19" E, 51.96 feet; thence on a 341.18 foot radius curve to the right (Delta= 46°46'07", long chord bears S 39°28'16" E, 270.83 feet) 278.49 feet to the South Line of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of said Section 20.