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07/17/2008 10:39:28 AM

Fee: \$36.00

EASEMENT

Between
Rita A. and Jon M. Sheppard

And
Alvin Z. and Leilani Bautista

After recording, return to (Name, Address, Zip):
Tru-Line Surveying
2333 Summers Lane
Klamath Falls, OR 97603

THIS AGREEMENT made and entered into on June July 17, 2008 by and Rita A. Sheppard and Jon M. Sheppard, as tenants by the entirety, hereinafter called the first party, and Alvin Z. Bautista and Leilani H. Bautista, Husband and wife, 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 parcel of land situated in the S1/2 SE1/4, Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 1/2 inch iron rod on the Easterly right-of-way line of Oregon State Highway 62 from which the one-quarter corner common to Sections 30 and 31 bears South 12° 02' 07" West, 841.54 feet; thence South 89° 24' 05" East, 934.42 feet leaving said Easterly line to a one-half inch iron rod; thence South 00° 02' 56" East, 491.70 feet to a 1/2 inch iron rod; thence North 89° 34' 07" West, 832.86 feet to a 1/2 inch iron rod on said Easterly line; thence North 11° 38' 01" West, 505.58 feet along said Easterly line to the point of beginning.

Tax Account No.: 3407-03000-01500-000

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:

The following described property situated in Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; The S1/2 of S1/2 of S1/2 of SE1/4; all lying East of State Highway 62

Tax Account No.: 3407-03000-00802-000

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 and easement, to-wit:

An easement for Access and Public Utility purposes as shown and depicted on Exhibit "A" attached hereto.

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

none

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 "B" attached.

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 [50]% and the second party responsible for [50]%.(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 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.

Rita A. Sheppard

Rita A. Sheppard

Jon M Sheppard

Jon M Sheppard

FIRST PARTY



STATE OF OREGON, County of [Klamath] ss.
This instrument was acknowledge before me on [June 23, 2008],

By [Jon M & Rita A. Sheppard],
This instrument was acknowledge before me on [_____],

By [_____],
As [_____],
Of [_____],

Carmen J
Notary Public for Oregon
My commission expires [July 20, 2009]

Alvin Z. Bautista

Alvin Z. Bautista

Leilani H. Bautista

Leilani H. Bautista

SECOND PARTY

CALIFORNIA
STATE OF ~~OREGON~~, County of [LOS ANGELES] ss.
This instrument was acknowledge before me on [JULY 8TH, 2008],

By [ALVIN E. BAUTISTA AND LEILANI H. BAUTISTA],
This instrument was acknowledge before me on [_____],

By [_____],
As [_____],
Of [_____],

Patricia Tracy
Notary Public for Oregon CALIFORNIA
My commission expires [APR. 13, 2011]



EXHIBIT "A"

MAP TO ACCOMPANY

ACCESS AND PUBLIC UTILITY EASEMENT

SITUATED IN THE SE1/4 OF SECTION 30, T34S, R7EWM,
KLAMATH COUNTY, OREGON



SCALE
1" = 200'

TRU SURVEYING INC. LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603

JON AND RITA SHEPPARD
TAX LOT NUMBER : R-3407-3000-01500

SEE DETAIL

ALVIN AND LELANI H. BAUTISTA
TAX LOT NUMBER : R-3407-3000-00802

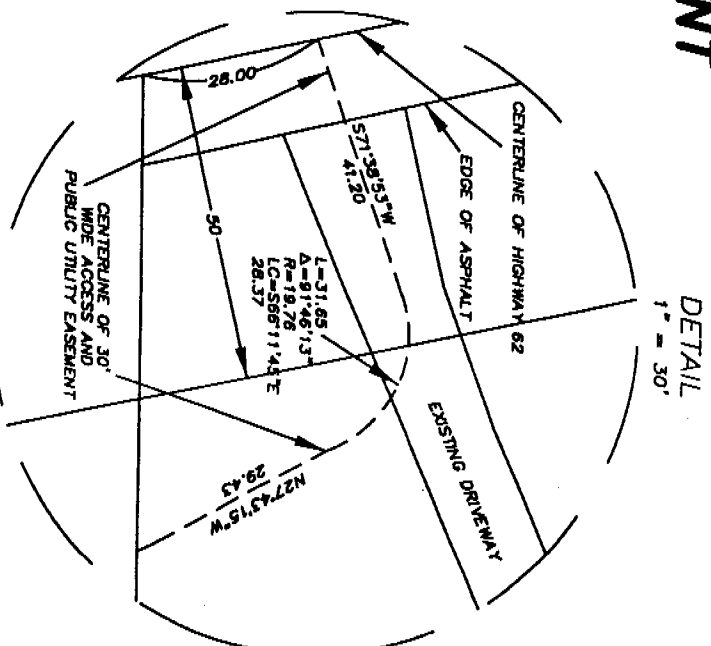


Exhibit "B"

May 16, 2008

Legal description of a 30 foot wide access easement

A 30 foot wide access easement being situated in the SE1/4 of section 30, T34S, R7EWM, Klamath County Oregon and the centerline of said easement being more particularly described as follows:

Beginning at a point on the centerline of an easement known as State Highway 62 from which the $\frac{1}{4}$ corner common to sections 30 and 31 T34S, R7EWM bears $S31^{\circ}48'59''W$ 418.56 feet; thence $N71^{\circ}38'53''E$ 41.20 feet; thence along an arc of a curve to the right (radius equals 19.76 feet and central angle equals $91^{\circ}46'13''$) 31.65 feet; thence $S27^{\circ}43'15''E$ 29.43 feet plus or minus to a point on the north line of the property described in deed volume M06, page 06920 microfilm records of Klamath County, Oregon.

Dennis A. Ensor

Dennis A. Ensor

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor.

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

RENEWAL DATE 12-31-09