



## EASEMENT

2008-013165

Klamath County, Oregon



00053597200800131650030030

09/22/2008 03:15:22 PM

Fee: \$31.00

SPACE RESET  
FOR  
RECORDER'S

Between

Harvey M. and Cathe S. Anderson

149177 Ahern Dr.

La Pine, OR 97739

And

David L. and Gabrielle E. Link

P.O. Box 2268

La Pine, OR 97739

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

First American Title  
404 Main St, Ste 1  
K. Falls, OR 97601  
ATTN: STACY

THIS AGREEMENT made and entered into on July 22, 2008, by and between Harvey M. Anderson and Cathe S. Anderson, hereinafter called the first party, and David L. Link and Gabrielle E. Link, 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:

Parcel 1 of Land Partition 31-03, situated in the NE1/4 NE1/4 of Section 24 and the SE1/4 SE1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

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 "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in view of the premises and in consideration of \$2,000.00 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:

The North 20 feet of the West 20 feet of the SE1/4 of the SE1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at the NW1/4 corner of the SE1/4 of the SE1/4, thence East 20 feet; thence South 20 feet; thence West 20 feet; thence North 20 feet to the point of beginning.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

F31



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:

N/A

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

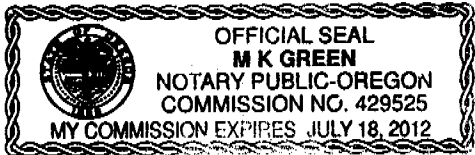
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Harvey M. Anderson  
Harvey M. Anderson  
Cathe S. Anderson  
Cathe S. Anderson FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on \_\_\_\_\_  
by Harvey M. Anderson and Cathe S. Anderson

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



[Signature]  
Notary Public for Oregon  
My commission expires 7-18-2012

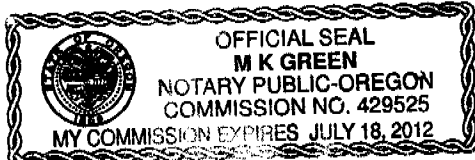
Gabriele E. Link  
SECOND PARTY

David L. Link

STATE OF OREGON, County of DESCHUTES ss.

This instrument was acknowledged before me on \_\_\_\_\_  
by DAVID L. LINK AND GABRIELE E. LINK

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



[Signature]  
Notary Public for Oregon  
My commission expires 7-18-2012

## EXHIBIT A

### LEGAL DESCRIPTION:

#### Parcel One:

Starting point 20 feet East of the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; going South 220 feet; thence East 112 feet; thence North 220 feet; thence West 112 feet to the starting point. Excepting therefrom the North 20 feet thereof.

Also, The South 200 feet of the West 10 feet of the following: Starting point 992 feet West of Northeast corner of Southeast 1/4 of Southeast 1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence going West 198 feet; thence South 220 feet; thence East 198 feet; thence North 220 feet to the starting corner.

#### Parcel Two:

A portion of the SE 1/4 of Section 13, Township 23, South, Range 9 East of the Willamette Meridian Klamath County, Oregon, more particularly described as follows: Starting point 992 feet West of Northeast corner of SE 1/4 of SE 1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence going West 198 feet; thence South 220 feet; thence East 198 feet; thence North 220 feet to the starting corner, Klamath County, Oregon, Excepting the South 200 feet of the West 10 feet thereof.

Together with an easement for ingress and egress over the following described parcel: The North 20 feet of the following: Starting point 20 feet East of the Northwest corner of the SE 1/4 of the SE 1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; going South 220 feet; thence East 112 feet; thence North 220 feet; thence West 112 feet to the starting point.