

EA

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



## EASEMENT

2009-012234

Klamath County, Oregon



00072604200900122340050058

SPACE RE:  
FOR  
RECORD

09/14/2009 03:27:55 PM

Fee: \$41.00

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

Wm. Nash  
P.O. Box 1180  
Klamath Falls, OR 97601

Lt 1457253

THIS AGREEMENT made and entered into on August 27, 2009, by and  
between William F Speers and Linda M Speers,  
hereinafter called the first party, and Bill Nash

, 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:

See attached legal description as Exhibit "A"

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 legal description as Exhibit "B"

NOW, THEREFORE, in view of the premises and in consideration of \$ N/A 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 "C"

1st  
\$41.00

(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 forever, 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:

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.

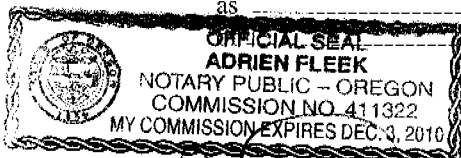
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

William F Speers  
 William F Speers  
Linda M. Speers  
 Linda M Speers FIRST PARTY

STATE OF OREGON, County of Clatsop  
 This instrument was acknowledged before me on September 4, 09  
 by William Speers and Linda Speers  
 This instrument was acknowledged before me on \_\_\_\_\_  
 by \_\_\_\_\_  
 as \_\_\_\_\_



Adrien Fleeck  
 Notary Public for Oregon  
 My commission expires 12-3-10

Bill Nash

SECOND PARTY

STATE OF OREGON, County of Hamilton  
 This instrument was acknowledged before me on September 14, 2009  
 by Bill Nash  
 This instrument was acknowledged before me on \_\_\_\_\_  
 by \_\_\_\_\_  
 as \_\_\_\_\_  
 of \_\_\_\_\_



Sarah Kness  
 Notary Public for Oregon  
 My commission expires 10/16/2010

Exhibit "A"

Lot 20 and the West ½ of Lot 21, Block 8, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

TOGETHER WITH that portion thereof conveyed to William F Speers and Linda Speers by Decree entered in Klamath County Circuit Court Case No. 0204299CV on November 6, 2003, a copy of said Judgment having been recorded November 18, 2003 in Volume M03, Page 85162, Microfilm Records of Klamath County, Oregon, described as follows:

That portion of said Lot 21, Block 8 of "HILLSIDE ADDITION to the City of Klamath Falls", described as follows:

Beginning at a point on the South line of said Lot 21, said point being the Southwest corner of that tract of land described in Deed Volume M02, Page 2904 of the Klamath County Deed Records from which the Southwest corner of said Lot 21 bears South 68°52'23" West 24.98 feet; thence North 21°14'04" West along the West line of said Deed Volume, 139.85 feet to a point on the North line of said Lot 21 and said Deed Volume; thence North 68°52'23" East, along the North line of said Lot 21 and said Deed Volume, 7.06 feet; thence South 21°59'37" East 139.86 feet to a point on the South line of said Lot 21 and said Deed Volume; thence South 68°52'23" West 8.91 feet to the point of beginning, with bearings based on R.O.S. 4527 on file at the office of the Klamath County Surveyor.

Exhibit "B"

The East 1/2 of Lot 21 and all of Lot 22 in Block 8 of Hillside Addition to the City of Klamath Falls, Oregon according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon;

EXCEPTING THEREFROM that portion thereof conveyed to William F Speers and Linda Speers by Decree entered in Klamath County Circuit Court Case No. 0204299CV on November 6, 2003, a copy of said Judgment having been recorded November 18, 2003 in Volume M03, Page 85162, Microfilm Records of Klamath County, Oregon, described as follows:

That portion of said Lot 21, Block 8 of "HILLSIDE ADDITION to the City of Klamath Falls", described as follows:

Beginning at a point on the South line of said Lot 21, said point being the Southwest corner of that tract of land described in Deed Volume M02, Page 2904 of the Klamath County Deed Records from which the Southwest corner of said Lot 21 bears South 68°52'23" West 24.98 feet; thence North 21°14'04" West along the West line of said Deed Volume, 139.85 feet to a point on the North line of said Lot 21 and said Deed Volume; thence North 68°52'23" East, along the North line of said Lot 21 and said Deed Volume, 7.06 feet; thence South 21°59'37" East 139.86 feet to a point on the South line of said Lot 21 and said Deed Volume; thence South 68°52'23" West 8.91 feet to the point of beginning, with bearings based on R.O.S. 4527 on file at the office of the Klamath County Surveyor.

JOHN HEATON P.L.S.

**TRU SURVEYING, INC. LINE**

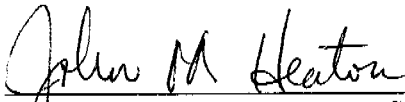
2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

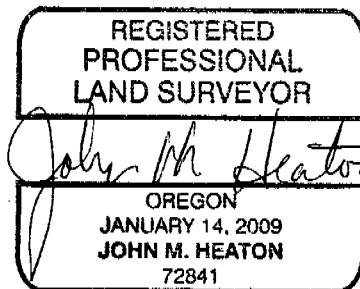


AUGUST 25, 2009  
LEGAL DESCRIPTION

LEGAL DESCRIPTION OF A PORTION OF LOT 21, BLOCK 8 OF "HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS", SITUATED IN THE NE1/4 NE1/4 OF SECTION 29, T38S, R9EWM, KLAMATH COUNTY OREGON; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE EASTERLY 3.83 FEET OF THE SOUTHERLY 53.25 FEET OF THE PROPERTY DESCRIBED IN DEED VOLUME M03, AT PAGE 85162.  
EXCEPTING THEREFROM THE SOUTHERLY 10 FEET THEREOF.

  
JOHN M. HEATON P.L.S. 72841



RENEWAL DATE: 6-30-11