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2011-007027

Klamath County, Oregon

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Fee: \$42.00

EASEMENT

Between

Alan L. Laird and Sharon A. Laird

And

Robert H. Schock

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

Robert H. Schock

PO Box 5108

Klamath Falls, OR 97601

THIS AGREEMENT made and entered into on March 2011, by and between Alan L. Laird and Sharon A. Laird hereinafter called the first party, and Robert H. Schock

, 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 MLP 24-91, situate in the SE $\frac{1}{4}$ of Section 15, Township 38 South, Range 9 East of the Willamette Meridian.

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 parcel of land situated in the SW $\frac{1}{4}$ of Section 14, Township 38 South, Range 9 E, E.W.M. more particularly described as follows: Beginning at a point on the West line of said SW $\frac{1}{4}$ of Section 14, which bears N. 28°07'05" W. a distance of 1,500.0 feet and N. 46°08'22" E. a distance of 950.00 feet from the Section corner common to Sections 14, 15, 22 and 23, said Township and Range: thence S. 60°26'26" E. a distance of 1,310.41 feet to a point on the North line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 14; thence N. 89°17'08" E. along said North line a distance of 850.0 feet to a point which is 660 feet West of the Northeast corner of S $\frac{1}{2}$ SW $\frac{1}{4}$; thence S. 01°44'37"E., parallel with the East line of the W $\frac{1}{2}$ of Section 14, a distance of 1,319.58 feet to the South line of Section 14; thence S. 89°14'34" W. along said line a distance of 521.26 feet to a point; thence N 0°48'40" W. a distance of 411.75 feet to a point; thence N. 46°36'44" W. a distance of 2,070.0 feet, more or less, to a point on the West line of said Section 14; thence North along said West line to the point of beginning.

NOW, THEREFORE, in view of the premises and in consideration of \$ NONE 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: An easement for ingress, egress, utilities, road construction and maintenance over and across the following described parcel: A parcel of land situated in the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, being a portion of Parcel 1 of Land Partition 24-91 according to the official plat thereof on file at the office of the Klamath County Clerk and more particularly described as follows: Beginning at a point on the east line of Section 15, said point being the northernmost corner of said Parcel 1, thence along said east line South 00°06'15" W. 123.83 feet; thence leaving said east line of Parcel 1 North 45°50'56" West 30.65 feet; thence continuing on the line of Parcel 1 South 48°37'05" West 105.19 feet, more or less, to the westerly side line of the 40.00 foot wide easement contained in Deed Volume M69, Page 9249, Records of Klamath County, Oregon; thence along said side line 101.22 feet, more or less, on the arc of a non-tangent curve to the left having a radius of 170.99 feet (chord bears North 12°00'33" East 99.74 feet, more or less), to the northwesterly line of said Parcel 1; thence along said northwesterly line North 47°11'37" East 109.58 feet, more or less, to the point of beginning, with bearings based on County Survey 5358.

(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:

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.

Alan L. Laird

Alan L. Laird

Sharon A. Laird

Sharon A. Laird

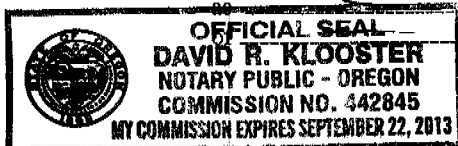
STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on APRIL 28, 2011 ss.

by Alan L. Laird and Sharon A. Laird

This instrument was acknowledged before me on _____

by _____



David Klooster

Notary Public for Oregon

My commission expires Sep 22, 2013

Robert H. Schock

Robert H. Schock

SECOND PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on March 16, 2011 ss.

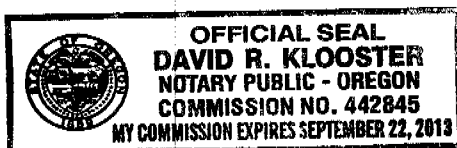
by Robert H. Schock

This instrument was acknowledged before me on _____

by _____

as _____

of _____



David Klooster

Notary Public for Oregon

My commission expires Sep 22, 2013