

EA

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



EASEMENT

Between

Michael A. Beeks & Cristy J. Sheckels
 5306 Bryant Avenue
 Klamath Falls, OR 97603

And

George M. Redd et al
 5710 North Hills Drive
 Klamath Falls, OR 97603

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

Michael Beeks & Cristy Sheckels
 5306 Bryant Avenue
 Klamath Falls, OR 97603

2012-005618

Klamath County, Oregon



00118683201200056180030038

05/23/2012 11:12:59 AM

Fee: \$47.00

SPACE RESER
 FOR
 RECORDER'S

THIS AGREEMENT made and entered into on September 30, 2011, by and
 between Michael A. Beeks & Cristy J. Sheckels, not as tenants in common, but with right of /
 hereinafter called the first party, and George M. Redd & *see continued below / survivorship

_____, 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:

Lot 44, YALTA GARDENS, in the County of Klamath, State of 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:

Tract 43 of YALTA GARDENS, according to the official plat thereof on file in the
 office of the County Clerk of Klamath County, Oregon.

*second party continued: Kristi L. Redd, husband and wife, as to an undivided 1/2
 interest and Debra L. Hopf & Donald D. Hopf, wife and husband, as to an undivided 1/2
 interest

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 an easement, to-wit:

To allow uninterrupted access to the rear of first and second parties respective
 lots as described above over and across the westerly unimproved seven (7) feet
 running parallel with the westerly lot line of Tract 44 of YALTA GARDENS, Klamath
 County, Oregon for 100 feet from the Northerly lot line to the South.

(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 in perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

Any and all improvements made to the easement area must be approved in writing by both first and second parties named herein.

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.

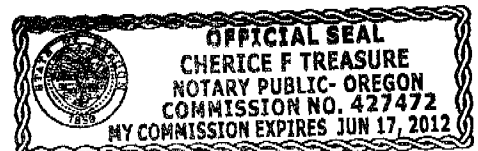
x Michael A. Beeks
x Cristy J. Sheckels
FIRST PARTY

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on March 2, 2012
by Michael A. Beeks and Cristy J. Sheckels

This instrument was acknowledged before me on _____
by _____
as _____
of _____

x George M. Redd
x Kristi L. Redd
SECOND PARTY

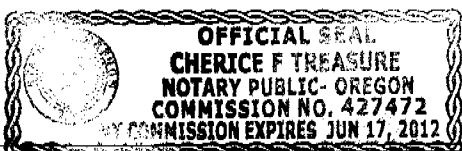
Cherice J. Treasure
Notary Public for Oregon
My commission expires 6/17/2012



STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on March 2, 2012
by George M. Redd and Kristi L. Redd

This instrument was acknowledged before me on _____
by _____
as _____
of _____

Cherice J. Treasure
Notary Public for Oregon
My commission expires 6/17/2012



INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon } ss.
County of Santa Clara Klamath

On this the 12 day of May, 2012, before
me, Brenda Jean Phillips, the undersigned Notary
Name of Notary Public

Public, personally appeared Debra L. Hopf and Donald D. Hopf,
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument, and
acknowledged to me that he/she/they
executed the same for the purposes therein
stated.



WITNESS my hand and official seal.

Brenda Jean Phillips
Signature of Notary Public

Brenda Jean Phillips
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement

Document Date: 9/30/2011 Number of Pages: 3(inclg notary ack)

Signer(s) Other Than Named Above: George M. Redd, Kristi L. Redd, Michael A. Beeks and Cristy J. Sheckels

Right Thumbprint
of Signer

Top of thumb here