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NO PART OF ANY STEVENS-NESS FORM MAY BE REF

EASEMENT

Between

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

And

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

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

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

2012-005619

Klamath County, Oregon



00118684201200056190030035

05/23/2012 11:13:59 AM

Fee: \$47.00

SPACE RESERV
 FOR
 RECORDER'S U

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

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

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

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:

Lot 44, YALTA GARDENS, in the County of Klamath, State of Oregon.

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 easterly unimproved seven (7) feet running parallel with the easterly lot line of Tract 43 of YALTA GARDENS, Klamath County, Oregon for 100 feet from the Northerly lot line to the South.



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.

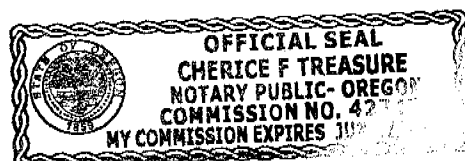
George M. Redd
Kristi L. Redd
 FIRST PARTY

[Signature]
[Signature]

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 _____

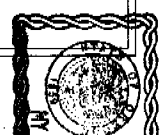
Cherice J. Treasure
 Notary Public for Oregon
 My commission expires 6/17/2012

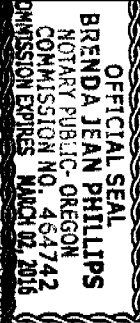
[Signature]
Cristy J. Sheckels
 SECOND PARTY



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 _____

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





INDIVIDUAL ACKNOWLEDGMENT

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

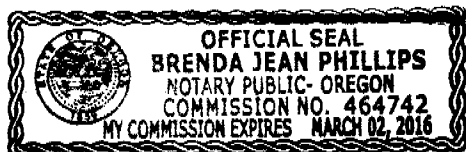
On this the 12 day of May, 2012, before
me, Brenda Jean Phillips, the undersigned Notary
Name of Notary Public

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
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 Christy J. Sheckels
Cristy

Right Thumbprint of Signer

Top of thumb here