

2015-013100
Klamath County, Oregon
12/04/2015 09:11:49 AM
Fee: \$47.00

EA

18 Courtesy

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

EASEMENT

Between
Jason Pitzer

And
William A. Robson
Vama Robson

After recording, return to (Name, Address, Zip):
William Robson
3104 Northridge
Farmington, NM
87401

SPACE RESERVED
FOR
RECORDERS USE

STATE OF OREGON,
County of _____

I certify that the within instrument was
received for recording on _____,
at _____ o'clock _____ M., and recorded in
book/rccl/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/reception
No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE
By _____, Deputy.

THIS AGREEMENT made and entered into on October 28, 2015, by and
between JASON LYNN PITZER
hereinafter called the first party, and WILLIAM A. ROBSON & VAMA ROBSON
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:

The S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12,
Township 40 South, Range 7 East of the
Willamette Meridian, Klamath County, Oregon.

Klamath CTY, GOV'T CENTER Property Description
139 30 Kawn Springs LN.
Keno, OR 97627
MAP: R-4007-01200-01100-000
CODE: 107

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:

Klamath CTY, GOV'T CENTER Property Description
TWP 40' RANGE 7, Block SEC 12, Tract POR N2NW4SE4SE4
MAP: R-4007-01200-01000-006
CODE: 108, 2 Acres

The 2 acres runs N 00° 02' 06" W a distance of 272.61 Ft.,
thence running S 89° 49' 43" a distance of 319.64 Ft.,
thence running S 00° 04' 25" W a distance of 272.79 Ft.,
thence running N 89° 47' 31" E a distance of 320.36 Ft.,
back to beginning.

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:

Driveway entrance on first partys 5 acre
to Second party 2 acres.

Well & submersible pump for potable
water on first partys property to
second party 2 acres

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

\$52.00



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 Continuuous, always subject, however, to the following specific conditions, restrictions and considerations:

Water rights shall be transferable to new owner upon sell of property at a future date.

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 50 % and the second party responsible for 50 %. (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.

[Signature]

FIRST PARTY



STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on Oct 28, 2015

by Jason Fitzgerald

This instrument was acknowledged before me on _____

by _____

as _____

of _____

[Signature: Howard]

Notary Public for Oregon

My commission expires 11-18-15

William A. Robson
Vane Robson

SECOND PARTY

New Mexico

STATE OF OREGON, County of SAN JUAN ss.

This instrument was acknowledged before me on 7-13-15

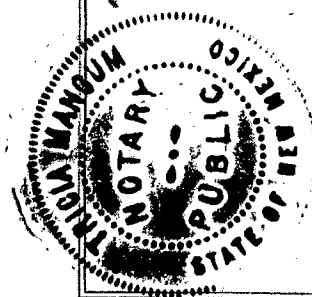
by William A. Robson

This instrument was acknowledged before me on 7-13-15

by Vane Robson

as _____

of _____



[Signature: William A. Robson]

Notary Public for Oregon

My commission expires 11-26-17

[Signature: William A. Robson]
New Mexico