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Fee: \$52.00

AFTER RECORDING RETURN TO:

Matthew T. Parks
Parks & Ratliff, P.C.
620 Main Street
Klamath Falls, OR 97601

BETWEEN:

Alister D. McAlister II
P.O. Box 478
Cambridge, ID 83610

AND:

Dan and Teresa Schleigh
1694 Salt Creek Road
Eagle Point, OR 97524

EASEMENT

THIS AGREEMENT made and entered into on this 12th day of January, 2018, by and between Alister D. McAlister, II, hereinafter called the first party, and Dan and Teresa Schleigh, 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, hereinafter Parcel A, to-wit:

The NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 41 South, Range 12 East, Willamette Meridian, Klamath County Oregon, EXCEPT that portion thereof lying within the boundaries of Transformer Road.

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 Klamath County, State of Oregon, hereinafter Parcel B, to-wit:

Township 41 South, Range 12 East of the Willamette Meridian:
Section 2: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Together with all tenements, hereditaments, and appurtenances thereunto belonging or any wise appertaining, including, without limiting the foregoing, that certain easement for road purposes recorded February 20, 1967, in Vol. M-67, Page 1156 Deed Records of Klamath County, Oregon; subject to any and all easements, rights of way, or restrictions of record, and the exceptions, provisions and reservations contained in patents or deeds from the United States of America, or the State of Oregon, or in other deeds of record.

SUBJECT TO:

1. Liens and assessments of Klamath Project and Shasta View Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
2. Any unpaid charges or assessments of Shasta View Irrigation District.

NOW THEREFORE, in view of the premises and for good and valuable consideration, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to wit:

A strip of land 30 feet in width, running in a generally North-South direction from the existing roadway known as Transformer Road at the northwest corner of, and running along the Western boundary of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 2, Township 41 South, Range 12 East, Willamette Meridian, Klamath County Oregon, EXCEPT that portion thereof lying within the boundaries of Transformer Road (Parcel A), to the northwest corner of Township 41 South, Range 12 East of the Willamette Meridian: Section 2: SW $\frac{1}{4}$ SW $\frac{1}{4}$ (Parcel B)

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 property identified as Parcel A.

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.

This easement shall be a perpetual, non-exclusive, and permanent easement and shall run with the land.

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 both parties, share and share alike.

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 WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

Alister D. McAlister II

Alister D. McAlister, II, First Party

STATE OF IDAHO; County of Washington)

THE FOREGOING EASEMENT WAS ACKNOWLEDGED BEFORE ME this 2nd day of ~~January~~ April, 2018 by Alister D. McAlister, II.



Jamie Hastie
NOTARY PUBLIC FOR IDAHO

Daniel Schleigh

Dan Schleigh, Second Party

Teresa Schleigh
Teresa Schleigh, Second Party

STATE OF OREGON; County of Klamath)

THE FOREGOING EASEMENT WAS ACKNOWLEDGED BEFORE ME this 12th day of January, 2018 by Dan Schleigh and Teresa Schleigh.



Rhina Lisette Brousseau
NOTARY PUBLIC FOR OREGON