

03 MAY 12 PM 3:31

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EASEMENT

Vol M03 Page 31797  
STATE OF OREGON.

Between

Rina Thornton

And

Rina Thornton

SPACE RESERVED  
FOR  
RECORDER'S USE

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

Rina J. Thornton

4212 Homedale Rd

Klamath Falls, Or 97603

State of Oregon, County of Klamath  
Recorded 05/12/2003 3:31 P m.  
Vol M03 Pg 31797-98  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of May, 10 2003, by and between Rina J. Thornton hereinafter called the first party, and Rina J. Thornton, or her assigns 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:

N1/4NE1/4SW1/4SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon,

Excepting therefrom the Southerly 125 feet thereof, and also excepting therefrom a Tract of and situate in the N1/4NE1/4SW1/4SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the point of intersection of the Southerly line of the U.S.B.R. No. 1-C-3-B Drain as described in Volume 99 at page 167, Klamath County Deed Records, and the centerline of Homedale Road, a county road, said point being South 00°26'00" East 50.00 feet from the SE 1/16 corner of said Section 11; thence South 00°26'00" East, along the centerline of said Homedale Road, 73.40 feet; thence South 88°53'24" West 30.00 feet to the Westerly right of way line of said line of said Homedale Road; thence continuing South 88°53'24" West, along a chain link fence and its extension, 150.00 feet; thence North 00°26'00" West 78.82 feet to the Southerly line of said drain; thence along said drain South 89°23'04" East 150.01 feet to the Westerly right of way line of said Homedale Road; thence and has the unrestricted right to grant the easement hereinafter described relative to the real estate, continuing S. 89°23'04" East 30.01 feet 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 over and across a parcel of land situated in the SW1/4SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a point on the West line of Homedale Road which lies South 00°31'50" East 95.22 feet from the intersection of said West line with the South line of the US BR 1-C-3-B Drain; thence continuing South 00°31'50" East 9.08 feet; thence South 88°46'57" West 176.13 feet; thence North 00°04'02" East 2.67 feet; thence 68.42 feet on the arc of a non-tangent 500.00 foot radius curve to the left, said curve having a long chord which bears North 86°08'50" East 68.36 feet and having a delta angle of 7°50'24", thence 57.21 feet on the arc of a 500.00 foot radius curve to the right, said curve having a long chord which bears North 85°30'18" East 57.17 feet and having a delta angle of 6°33'19", thence North 88°46'57" East 50.63 feet to the point of beginning.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

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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:

N/A

and the second party's right of way shall be parallel with the center line and not more than N/A 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.

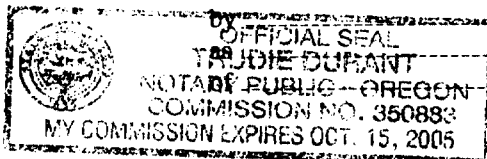
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

Rina J. Thornton  
Rina J. Thornton

FIRST PARTY

STATE OF OREGON, County of Klamath ss. May 12th, 192003  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by Rina J. Thornton  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,



Thudie Durant  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

Rina J. Thornton  
Rina J. Thornton

SECOND PARTY

STATE OF OREGON, County of Klaamth ss. May 12th, 192003  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by Rina J. Thornton  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Thudie Durant  
Notary Public for Oregon  
My commission expires \_\_\_\_\_