

EB

EASEMENT

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STATE OF OREGON, } ss.

'03 JUN 6 AM 10:48

Between

~~J-Spear-Ranch-Co~~
~~PO-Box-257~~
~~Klamath-Falls, OR-97601~~

And

~~Donald E. Payne~~
~~9818 Southbank Road~~
~~Roseburg, OR 97470~~

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

~~Donald E. Payne~~
~~9818 Southbank Road~~
~~Roseburg, OR-97470~~SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 06/06/2003 10:48 a m.Vol M03 Pg 38528-24

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2 :puty.THIS AGREEMENT made and entered into on June 2, 2003, by and
between J-SPEAR RANCH CO., an Oregon corporation
hereinafter called the first party, and DONALD E. PAYNE

, 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:TWP 31 RNGE 7, Block SEC 13, TRACT POR SW4, Acres 83.64,
POTENTIAL*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:S 1/2SE 1/4 Sec. 13 Township 31S Range 7E Willamette
Meridiam Klamath County, OregonNOW, 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:

Over and across an existing one-lane dirt roadway for ingress and egress to second
parties above described property,This roadway proceeds east from US Highway 97 across the first parties
property described above to the second parties property.

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

(OVER)

#26✓



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

- 1) Second party assumes equal responsibility for road maintainance with first party.

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:

As it lies on the ground

and the second party's right of way shall be parallel with the center line and not more than 10 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.

J-Spear Ranch Co
Daniel T. Applebaker Forest Manager
 FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 2, 2003
 by Daniel T. Applebaker

This instrument was acknowledged before me on _____
 by Daniel T. Applebaker
 as Forest Manager
 of J-Spear Ranch Co



Janice Wachter
 Notary Public for Oregon
 My commission expires 12-23-06

Donald E. Payne
 SECOND PARTY

STATE OF OREGON, County of Douglas ss.

This instrument was acknowledged before me on June 3, 2003
 by Donald E. Payne

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



Marcy Middleton
 Notary Public for Oregon
 My commission expires 11/24/04