

EB

'09 AUG 13 PM2:42 EASEMENT

Vol M03 Page 58796

Between

Betty Joanne KingPOB 239Merrill, OR 97633

And

Wanda WebbPOB 217Merrill, OR 97633SPACE RESERVED  
FOR  
RECORDERS USEState of Oregon, County of Klamath  
Recorded 08/13/2003 2:42 PM  
Vol M03 Pg 58796-58797  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

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

cc: John GustmanPOB 217Merrill, OR 97633THIS AGREEMENT made and entered into on \_\_\_\_\_, by and  
between Betty Joanne King  
hereinafter called the first party, and Wanda Webb

\_\_\_\_\_, 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:R697794R-4011-02100-00500-000Dodd's Hollow Estates, Block 2, Lot 320 acres

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:

R103925R-4011-02100-00200-000Twp 40 Range 11, block sec 21, Tract E 2 NW 1/4  
W 2 NE 1/4, 160 acres

NOW, THEREFORE, in view of the premises and in consideration of \$ \_\_\_\_\_ 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:

Easement is granted along north boundary  
of property line in the width of 10 feet  
for the purposes of underground power.

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

(OVER)



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 Permanent, 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:

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 100%. (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.

Betty J. King  
FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 12, 2003

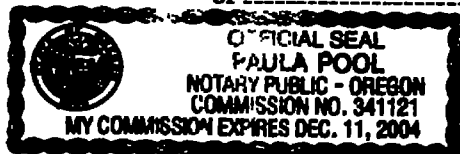
by Betty King

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Paula Pool  
Notary Public for Oregon

My commission expires December 11, 2004

Wanda Webb  
SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on August 12, 2003

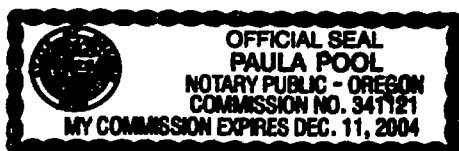
by Wanda Webb

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Paula Pool  
Notary Public for Oregon

My commission expires December 11, 2004