

03 SEP 10 AM 11:06

EASEMENT

NJC - 62049 MS

Vol M03 Page 67250

Between

Mr & Mrs Browning

And

Mr & Mrs Biggs

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 09/10/03 11:00 a. m.
Vol M03 Pg 67250-52
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

fixed.

copy.

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

Mr & Mrs Biggs
P.O. Box 307

Malin, OR 97632

MAC 62049-MS

THIS AGREEMENT made and entered into on AUGUST 29th 2003
between SHIRLEY J. BROWNING AND JOHN L. BROWNING, by and
hereinafter called the first party, and EDWARD R. BIGGS AND KATHLEEN M BIGGS, HUSBAND AND WIFE,

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 NW1/4 of the SE1/4 of Section 10, Township 41 South Range 12, East
of the Willamette Meridian, Klamath County, Oregon.

This is a correction easement of that certain parcel recorded in Volume M96
at Page 34984, Microfilm Records of Klamath County Oregon showing the appurtenant
real property and the purpose.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ other valuable consideration 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 for ingress and egress 30 feet in width across the Northerly 30 feet of the NW1/4
SE1/4 of Section 10, Township 41 South, Range 12, East of the Willamette, Klamath
County, Oregon. Said easement is appurtenant to the real property described as the NW1/4 of the
SE1/4 of Section 10, Township 41 South Range 12, East of the Willamette Meridian,
Klamath County, Oregon. Said easement is for ingress, egress and utilities to the appurtenant
parcel.

(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 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:

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.

Shirley J. Browning
Shirley J. Browning
John L. Browning FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 9-9-03

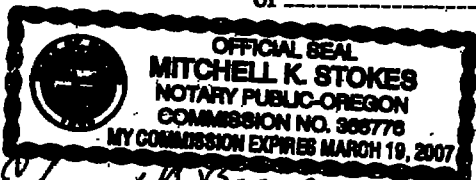
by Shirley J. Browning

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Mitchell K. Stokes
 Notary Public for Oregon
 My commission expires 3-19-2007

Edward R. Biggs
Kathleen M. Biggs SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 9/9/03

by Edward R. Biggs and Kathleen M. Biggs

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Mitchell K. Stokes
 Notary Public for Oregon
 My commission expires 3-19-2007

67252

STATE OF OREGON,

County of Multnomah

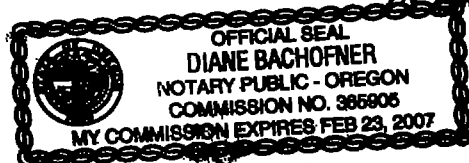
ss.

FORM No. 22—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 5th day of Sept 2003,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named John L. Browning

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Diane Bachofner
Notary Public for Oregon
My commission expires 2-23-2007