

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



04 OCT 18 AM 11:56

EASEMENT

Vol M04 Page 70688

Between

Dale Ring

And

SameSPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 10/18/04 11:56 a mVol M04 Pg 70688-88A

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

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

Dale & Virginia Ring
22777 N. Poe Valley Rd.
Klamath Falls, Oregon
97603THIS AGREEMENT made and entered into on October 18, 2004, by and
between Dale Ring, ~~Virginia~~ Owner
hereinafter called the first party, and Dale Ring
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:NE 1/4 of SW 1/4 of Sec. 35 That Lies N. of Sprague River -
Chiloquin Hwy. T34 R8 S35 Tax Lot 1300

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:

A 30 Ft. Wide Strip of Land Located in Section 35, Township 34 South,
Range 8 East, Willamette Meridian, Klamath County, Oregon, More
Particularly Described as Follows:The Easterly 30 Feet of the NE 1/4 of Section 35 lying
North of The Sprague River Road. SW 1/4NOW, 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:

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

Transfer easement to any purchaser of 30 acre parcel
Joining Tax Lot 1200.

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:

15 feet west of the NE 1/4 SW 1/4 of Section 35 lying North
of the Sprague River Road

and the second party's right of way shall be parallel with the center line and not more than 15' 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.

[Signature]

FIRST PARTY

STATE OF OREGON, County of Blameth ss.

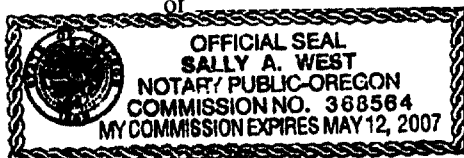
This instrument was acknowledged before me on April 15, 2007
by Dale W. King

This instrument was acknowledged before me on _____

by _____

as _____

of _____



[Signature]
Notary Public for Oregon

My commission expires May 12, 2007

SECOND PARTY

STATE OF OREGON, County of _____ ss.

This instrument was acknowledged before me on _____
by _____

This instrument was acknowledged before me on _____

by _____

as _____

of _____

Notary Public for Oregon

My commission expires _____