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



04 OCT 27 AM 9:28

EASEMENT

Vol M04 Page 73362

Between

WILLIAM MAUPIN

And

RHONDA DINGMANSPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 10/27/04 9:28 a m

Vol M04 Pg 73362-63

Linda Smith, County Clerk

Fee \$ 31⁰⁰ # of Pgs 3

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

RHONDA DINGMAN
936 F AVE
CORDADO, CA, 92418THIS AGREEMENT made and entered into on OCT 26, 2004, by and between WILLIAM MAUPIN hereinafter called the first party, and RHONDA DINGMAN & BRIAN DINGMAN 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:

A parcel of land situated in the S1/2 SE1/4, Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a one-half inch iron rod from which the one-quarter corner common to Sections 30 and 31 bears South 49° 38' 14" West 1256.23 feet; thence North 00° 02' 56" West 492.16 feet to a one-half inch iron rod on the Northerly line of the South one-half of the Southeast one-quarter of said Section 30; thence South 89° 14' 01" East 836.15 feet along said Northerly line to a one-half inch iron rod; thence South 00° 02' 56" East 489.71 feet, leaving said Northerly line to a one-half inch iron rod; thence North 89° 24' 05" West 836.12 feet to the point of beginning.

20.8 m.

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:

~~Lying in the SE 1/4 of SECTION 30, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON~~

SEE ATTACHMENT

NOW, THEREFORE, in view of the premises and in consideration of \$ N/A 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:

20' WIDE & APPROXIMATELY 20' IN LENGTH
DRIVEWAY & PUBLIC UTILITY EASEMENT (u:
PACIFIC POWER & CENTURY TEL). LOCATION
OF EASEMENT IS AT SE CORNER OF WILLIAM
MAUPIN'S PROPERTY (MAP TAX LOT: R-3407-3000-
01200-000)

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

73362



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:

NONE

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:

ON FRONT AGE

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 _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

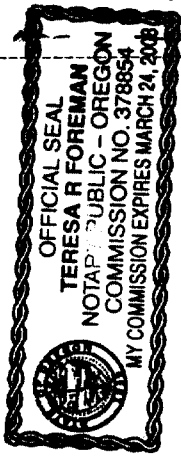
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

William S. Murphy



FIRST PARTY

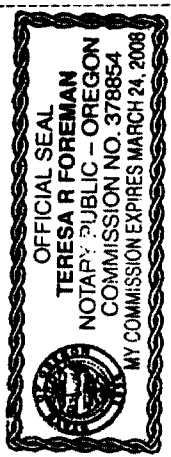
STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on October 26, 2004
by William S. Murphy

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

Teresa R Foreman
Notary Public for Oregon
My commission expires March 24, 2008

Rhonda Dingsman



SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on October 26, 2004
by Rhonda Dingsman

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

Teresa R Foreman
Notary Public for Oregon
My commission expires March 24, 2008

2nd Party
DIN 6242

EXHIBIT "A"
LEGAL DESCRIPTION

84741
73364

That portion of the S1/2 S1/2 N1/2 S1/2 SE1/4, and N1/2 S1/2 S1/2 SE1/4, of Section 30, Township 34 South, Range 7 East of the Willamette Meridian, lying Easterly of Highway 62, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof conveyed to Mark M. Andrews by Deed recorded December 10, 2002 in Volume M02, page 71751, Microfilm Records of Klamath County, Oregon, being more particularly described as follows:

That certain real property lying in the SE1/4 of Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point from which the Southeast corner of Section 30, Township 34 South, Range 7 East, bears South 00° 02' 56" East a distance of 324.84 feet; thence from said point of beginning North 89° 34' 07" West 636.99 feet; thence North 00° 02' 56" West 489.11 feet; thence South 89° 24' 05" East 637.00 feet; thence South 00° 05' 56" East 487.25 feet to the point of beginning.

AND EXCEPTING THEREFROM that portion thereof conveyed to Rita A. Sheppard and Jon M. Sheppard, as Tenants by the Entirety, by deed recorded October 2, 2003 in Volume M03, page 73806, Microfilm Records of Klamath County, Oregon, being more particularly described as follows:

A parcel of land situated in the S1/2 SE1/4, Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a ½ inch iron rod on the Easterly right-of-way line of Oregon State Highway 62 from which the one-quarter corner common to Sections 30 and 31 bears South 12° 02' 07" West 641.54 feet; thence South 89° 24' 05" East 934.42 feet leaving said Easterly line to a one-half inch iron rod; thence South 00° 02' 56" East 491.70 feet to a ½ inch iron rod; thence North 89° 34' 07" West 832.86 feet to a ½ inch iron rod on said Easterly line; thence North 11° 38' 01" West 505.58 feet along said Easterly line to the point of beginning.

Tax Account No.: 3407-03000-01600-000

Key No.: 196683