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



MTT-66692 KR

EASEMENT

Vol M04 Page 79498

Between

David A. Rogers & Kathryn S. Rogers
26366 Gap Road
Brownsville, OR 97327

And

Jerry Hines & Jean Hines & USA
P.O. Box 1337
Chiloquin, OR 97624

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

David A. Rogers & Kathryn S. Rogers
26366 Gap Road
Brownsville, OR 97327

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 11/18/04 9:49a m Fixed.
Vol M04 Pg 79498-503
Linda Smith, County Clerk
Fee \$ 46⁰⁰ # of Pgs 6 Deputy.

THIS AGREEMENT made and entered into on October 14, 2004, by and between DAVID A ROGERS AND KATHRYN S ROGERS, Husband and wife, hereinafter called the first party, and JERRY HINES AND JEAN HINES, HUSBAND AND WIFE AND THE UNITED STATES OF AMERICA, 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:

BY AND THROUGH THE COMMODITY CREDIT CORPORATION

**LEGAL DESCRIPTION DESCRIBED AS EXHIBIT "A" ATTACHED HERETO
AND MADE A PART HEREOF**

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: **An easement for ingress, egress over and across the real property described in Exhibit "A" attached and made a part hereof and appurtenant to the real property described as Exhibit "B" attached hereto and made a part hereof.**

NOW, THEREFORE, in view of the premises and in consideration of \$ other than money 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 as described in Exhibit "B" attached hereto and made a part hereof**

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

(OVER)

4600



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 50% % and the second party responsible for 50% %. (If the last alternative is selected, the percentages allocated to each party should total 100.) It is understood that the United States of America, Commodity Credit Corporation has NO maintenance responsibilities.

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.

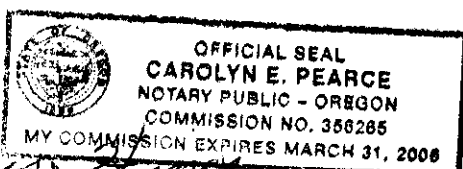
David A Rogers

Kathryn S Rogers

STATE OF OREGON, County of _____ ss.

This instrument was acknowledged before me on October 15, 2004
by David A Rogers and Kathryn S Rogers

This instrument was acknowledged before me on October 15, 2004
by David A Rogers and Kathryn S Rogers
as husband and wife
of Brownsville OR 97327



Carolyn Pearce
Notary Public for Oregon
My commission expires 3/31/2008

Jerry Hines

Jean Hines

SECOND PARTY

William B. White

United States of America by and through the
Commodity Credit Corporation

STATE OF OREGON, County of _____ ss.

This instrument was acknowledged before me on October 14, 2004
by Jerry Hines and Jean Hines,

~~This instrument was acknowledged before me on October 14, 2004~~

~~by _____
as _____
of UNITED STATES OF AMERICA BY AND THRU THE COMMODITY CREDIT CORPORATION~~



Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/2007


79500

State of Oregon

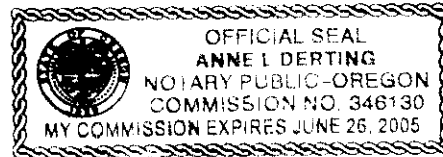
County of Multnomah

The foregoing instrument was acknowledged before me this 9th, day of November, 2004,
by William B. White, as _____, of United States of
American by and through the Commodity Credit Corporation, on behalf of the corporation.

WITNESS My hand and official seal.



Notary Public for Oregon
My Commission expires: June 26, 2005



79501

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

An easement for ingress and egress under, over and across the 30 feet lying East of and adjacent to the West Boundary of Lot 10, Block 11, TRACT 1107, FIRST ADDITION TO SPRAGUE RIVER PINES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3408-027B0-00800-000 Key No: 209768

PARCEL 2:

An easement for ingress and egress under, over and across the North 30 feet of the following described property:

Parcel 2 of Land Partition 47-94 being Parcel 2 of "Land Partition 32-91" as adjusted by Boundary Line Adjustment 1-92, situated in Sections 26 and 27, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 3408-00000-02704-000 Key No: 877837
Tax Account No: 3408-027B0-06101-000 Key No: 877839

EXHIBIT "B"

NOTE A: The 1st easement is to be granted to Jerry Hines and Jean Hines, husband and wife, their heirs, successors or assigns, to benefit Parcels 1 and 2 of Land Partition 70-96, being a Partition of Parcel 3 of Land Partition 47-94, situated in the E1/2 of Section 27 and W1/2 of Section 26, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

NOTE B: The 1st easement is also to be granted to The United States of America, by and through the Commodity Credit Corporation its successor or assigns, to benefit:

An easement for Wetlands Reserve on, over and across two parcels of land, both being portions of Parcel 1 of Land Partition 70-96, being a partition of Parcel 3 of Land Partition 47-94, situated in the E1/2 of Section 27 and the W1/2 of Section 26, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

PARCEL A:

Beginning at a point on the West line of said Parcel 1 from which the Northwest corner thereof bears North 0° 00' 00" West 30.00 feet; thence along said West line South 0° 00' 00" East 1029.92 feet; thence leaving said West line North 87° 28' 10" East 148.50 feet; thence North 67° 42' 41" East 194.41 feet; thence North 37° 21' 51" East 99.28 feet; thence North 12° 22' 46" East 147.13 feet; thence North 15° 10' 09" West 220.75 feet; thence North 45° 43' 14" West 48.20 feet; thence North 23° 25' 49" West 62.06 feet; thence North 68° 34' 33" East 451.82 feet; thence North 0° 29' 39" West 254.13 feet to a point that lies 30.00 feet South, measured at right angles, from the North line of said Parcel 1; thence parallel to said North line North 89° 40' 22" West 717.53 feet to the point of beginning.

PARCEL B:

Beginning at a point on the West line of said Parcel 1 from which the Northwest corner thereof bears North 0° 00' 00" West 1079.92 feet; thence along said West line South 0° 00' 00" East 1240.49 feet to a point on the top of the right bank of the Sprague River; thence continuing South 0° 00' 00" East 150 feet, more or less, to the thread of the Sprague River; thence Easterly and Northerly along the thread of the Sprague River 4440 feet, more or less; thence North 84° 15' 24" West 89 feet, more or less, to a point on the top of the right bank of the Sprague River; thence continuing North 84° 15' 24" West 690.62 feet; thence North 26° 12' 30" West 192.85 feet; thence South 67° 05' 06" West 399.93 feet; thence South 15° 22' 41" East 269.91 feet; thence South 12° 30' 15" West 159.53 feet; thence South 37° 25' 31" West 104.76 feet; thence South 67° 21' 57" West 202.02 feet; thence South 87° 06' 06" West 155.99 feet to the point of beginning.

- Continued -

(Exhibit "B" Continued)

NOTE C: The 2ND easement is also to be granted to The United States of America, by and through the Commodity Credit Corporation its successor or assigns, to benefit:

An easement for Wetlands Reserve on, over and across two parcels of land, both being portions of Parcel 1 of Land Partition 70-96, being a partition of Parcel 3 of Land Partition 47-94, situated in the E1/2 of Section 27 and the W1/2 of Section 26, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

PARCEL A:

Beginning at a point on the West line of said Parcel 1 from which the Northwest corner thereof bears North 0° 00' 00" West 30.00 feet; thence along said West line South 0° 00' 00" East 1029.92 feet; thence leaving said West line North 87° 28' 10" East 148.50 feet; thence North 67° 42' 41" East 194.41 feet; thence North 37° 21' 51" East 99.28 feet; thence North 12° 22' 46" East 147.13 feet; thence North 15° 10' 09" West 220.75 feet; thence North 45° 43' 14" West 48.20 feet; thence North 23° 25' 49" West 62.06 feet; thence North 68° 34' 33" East 451.82 feet; thence North 0° 29' 39" West 254.13 feet to a point that lies 30.00 feet South, measured at right angles, from the North line of said Parcel 1; thence parallel to said North line North 89° 40' 22" West 717.53 feet to the point of beginning.

PARCEL B:

Beginning at a point on the West line of said Parcel 1 from which the Northwest corner thereof bears North 0° 00' 00" West 1079.92 feet; thence along said West line South 0° 00' 00" East 1240.49 feet to a point on the top of the right bank of the Sprague River; thence continuing South 0° 00' 00" East 150 feet, more or less, to the thread of the Sprague River; thence Easterly and Northerly along the thread of the Sprague River 4440 feet, more or less; thence North 84° 15' 24" West 89 feet, more or less, to a point on the top of the right bank of the Sprague River; thence continuing North 84° 15' 24" West 690.62 feet; thence North 26° 12' 30" West 192.85 feet; thence South 67° 05' 06" West 399.93 feet; thence South 15° 22' 41" East 269.91 feet; thence South 12° 30' 15" West 159.53 feet; thence South 37° 25' 31" West 104.76 feet; thence South 67° 21' 57" West 202.02 feet; thence South 87° 06' 06" West 155.99 feet to the point of beginning.