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Vol M05 Page 23256

State of Oregon, County of Klamath
Recorded 04/05/2005 10:57 A m
Vol M05 Pg 23256-58
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

**EXTINGUISHMENT OF EASEMENT
VOLUME M03 AT PAGE 31797
MICROFILM RECORDS OF KLAMATH COUNTY, OREGON**

This Agreement to extinguish an easement created by instrument recorded in Volume M03 at Page 31797, Microfilm Records of Klamath County, Oregon, is made this 28th day of March, 2005 by RINA J. THORNTON AKA RINGA J. THORNTON. The parties now desire to extinguish said easement as it is no longer necessary and is a burden to the respective parcels.

By the signatures below the parties are extinguishing the easement recorded in Volume M03 at Page 31797 originally created by Dean O. Miller Corporation for ingress and egress. By extinguishment of this easement the respective parcels shall no longer be burdened by the easement and the respective parcel owners will have the full enjoyment of the real property as if the easement never existed. Said easement being extinguished is attached hereto as Exhibit "A". This extinguishment of easement shall be binding to the respective parties and their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 28th day of March 28, 2005

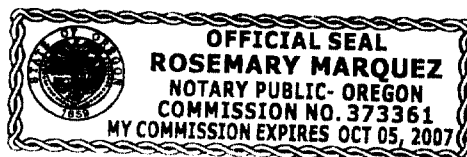
Rina J. Thornton
Rina J. Thornton aka Ringa J. Thornton

State of Oregon
County of Klamath

April
Signed before me this 4 of March, 2005 by Rina J. Thornton aka Ringa J. Thornton to be her voluntary act and deed.

Before me

Rosemary Marquez
Notary Public for Oregon



Return after recording:

Rina J. Thornton
4212 Homedale Road
Klamath Falls, Oregon 97603

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

3/30/05

03 MAY 12 PM 3:31

Exhibit A

NS

174562

EASEMENT

Vol M03 Page 31797
STATE OF OREGON.

23257

Between

Rina Thornton

And

Rina Thornton

SPACE RESERVED
FOR
RECORDER'S USE

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

Rina J. Thornton

4212 Homedale Rd

Klamath Falls, Or 97603

State of Oregon, County of Klamath
Recorded 05/12/2003 3:31 P.M.
Vol M03 Pg 31797-98
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

THIS AGREEMENT made and entered into this 12th day of May, 2003 by and between Rina J. Thornton hereinafter called the first party, and Rina J. Thornton, ex her assigns, 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:

N½NE½SW½SE½ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon,

Excepting therefrom the Southerly 125 feet thereof, and also excepting therefrom a Tract of and situate in the N½NE½SW½SE½ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the point of intersection of the Southerly line of the U.S.B.R. No. 1-C-3-B Drain as described in Volume 99 at page 167, Klamath County Deed Records, and the centerline of Homedale Road, a county road, said point being South 00°26'00" East 50.00 feet from the SE 1/16 corner of said Section 11; thence South 00°26'00" East, along the centerline of said Homedale Road, 73.40 feet; thence South 88°53'24" West 30.00 feet to the Westerly right of way line of said line of said Homedale Road; thence continuing South 88°53'24" West, along a chain link fence and its extension, 150.00 feet; thence North 00°26'00" West 78.82 feet to the Southerly line of said drain; thence along said drain South 89°23'04" East 150.01 feet to the Westerly right of way line of said Homedale Road; thence, and has the unrestricted right to grant the easement hereinafter described relative to the real estate, continuing S. 89°23'04" East 30.01 feet to the point of beginning.

NOW, 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:

An easement over and across a parcel of land situated in the SW½SE½ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a point on the West line of Homedale Road which lies South 00°31'50" East 95.22 feet from the intersection of said West line with the South line of the US BR 1-C-3-B Drain; thence continuing South 00°31'50" East 9.08 feet; thence South 88°46'57" West 176.13 feet; thence North 00°04'02" East 2.67 feet; thence 68.42 feet on the arc of a non-tangent 500.00 foot radius curve to the left, said curve having a long chord which bears North 86°08'50" East 68.36 feet and having a delta angle of 7°50'24", thence 57.21 feet on the arc of a 500.00 foot radius curve to the right, said curve having a long chord which bears North 85°30'18" East 57.17 feet and having a delta angle of 6°33'19", thence North 88°46'57" East 50.63 feet to the point of beginning.

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

(OVER)

26K

6060
01-01

31798

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:

N/A

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

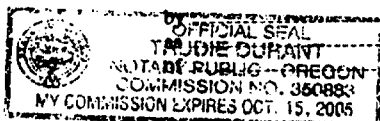
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

Rina J. Thornton
Rina J. Thornton

FIRST PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on May 12th, 19 2003
by Rina J. Thornton
This instrument was acknowledged before me on _____, 19 _____



Thudie Durant
Notary Public for Oregon

My commission expires _____

Rina J. Thornton
Rina J. Thornton

SECOND PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on May 12th, 19 2003
by Rina J. Thornton
This instrument was acknowledged before me on _____, 19 _____
by _____
as _____
of _____



Thudie Durant
Notary Public for Oregon

My commission expires _____