

EA

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

**ELECTRIC****EASEMENT****M06-03994**

Klamath County, Oregon

03/03/2006 03:30:01 PM

Pages 2 Fee: \$26.00

OK Between  
 JEFF LITTS  
 27135 WILLOW ST  
 SPRAGUE RIVER, OR 97639

SP/

RE/

And  
 JOHN BARKER & TAMARA SPRAGUE  
 2347 SHADOW CANYON DR  
 BULLHEAD CITY, AZ 86442

After recording, return to (Name, Address, Zip):  
 JOHN BARKER & TAMARA SPRAGUE  
 2347 SHADOW CANYON DR  
 BULLHEAD CITY, ARIZONA  
 86442

THIS AGREEMENT made and entered into on JANUARY NINETEEN 2006, by and between JEFF LITTS hereinafter called the first party, and JOHN BARKER AND TAMARA SPRAGUE 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: LOTS 13 AND 14 BLOCK 49, 4th Addition to NIMROD RIVER PARK,

I, JEFF LITTS gives my permission to come off my power pole on Lot 13 Block 49 NIMROD RIVER PARK. AND ACROSS LOT 14 TO provide ELECTRIC TO Lot 25, BLK 49 NIMROD RIVER PARK 4th Addition.

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:

JOHN BARKER AND TAMARA SPRAGUE  
 Lot 25 BLK 49, NIMROD RIVER PARK  
 4th Addition.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1000.00 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)



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 PERMANENT, 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:

LOT 13 and 14 BLK 49. NIMROB RIVER PARK.

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.

X [Signature]

FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on March 3, 2006

by Litts, Jeffery William

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

[Signature]  
Notary Public for Oregon  
My commission expires Jul 8, 2008



X [Signature]  
[Signature]  
SECOND PARTY

Arizona  
STATE OF OREGON, County of MoHAVE ss.

This instrument was acknowledged before me on February 22, 2006

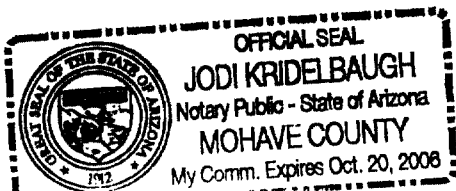
by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



[Signature]  
Notary Public for Oregon Arizona  
My commission expires 10-20-2006