FORM No. 926 - EASEMENT © 1988-2001 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR www.stevensness NO PART OF ANY STEVENS-NESS FORM MAY BE R 2006-022862 Klamath County, Oregon **EASEMENT** John Robert Briggs Jr. 11/15/2006 11:19:32 AM Fee: NO FEE P.O. Box 620 Chiloquin, OR 97624 SPACE RES RECORDER Public After recording, return to (Name, Address, Zip): Public Works THIS AGREEMENT made and entered into on ____ between John Robert Briggs Jr. hereinafter called the first party, and ___General Public____ _____, 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: as described in Deed Volume M94 Page 30578 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: N/A 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:

See Exhibit A

(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 Perpetual , al-.oject, however, to the following specific conditions, restrictions and considerations: Trees shall not be cut in the easement area without the permission of the First Party. This Provision will be void when the Old Korral Road access easement is changed to a Public Road. YYGIKX KABAHBEB XINGEBEBH KH XYSH KEBEKSH XBEB BEB BEB BEB KEBEKKE XKUBKKA KKUBKKE B BUBKKEB B exinex xinex cherex x. 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): \square the first party; abla the second party; \square both parties, share and share alike; \square 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. John Robert Briggs, Jr. FIRST PARTY STATE OF OREGON, County of ___KLAMATH __) ss. This instrument was acknowledged before me on November 14, 2006 by John Robert Briggs, Jr. This instrument was acknowledged before me on _ as _ OFFICIAL SEAL LINDA A. SEATER NOTARY PUBLIC-OREGON COMMISSION NO. 368538 MY COMMISSION EXPIRES JUN. 20, 2007 Notary Public for Oregon My commission expires

My commission expires



EXHIBIT A

A tract of land for a <u>Public Access Easement</u> situated in the NE1/4 of the NW1/4 of the SW1/4 and the E1/2 of the SW1/4 of the NW1/4 of Section 14 in Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. Said public access easement being 60 feet wide lying 30 feet on each side of the following described centerline of Old Korral Road as located by Survey #'s 3762 and 3905 recorded in the Klamath County Surveyor's Office.

Commencing at a 5/8" iron pin marking the center-north-southwest 1/64 corner of said Section 14; thence S 89° 35' 33" W - 129.18 feet along the south line of said NE1/4 of the NW1/4 of the SW1/4 to a point which is the intersection of said south line and the centerline of said Old Korral Road and the true point of beginning; thence following said centerline N 23° 42' 19" W - 151.52 feet; thence 199.87 feet along the arc of a 2302.67 foot radius curve to the right (the long chord which bears N 21° 13' 07" W -199.81 feet); thence N 18° 43' 55" W - 630.02 feet; thence 110.74 feet along the arc of a 241.12 foot radius curve to the right (the long chord which bears N 05° 34' 30" W - 109.77 feet); thence N 07° 34' 55" E - 78.80 feet; thence 312.40 feet along the arc of a 986.24 foot radius curve to the left (the long chord which bears N 01° 29' 33" W - 311.10 feet); thence N 10° 34' 02" W – 43.79 feet; thence 265.18 feet along the arc of a 1178.20 foot radius curve to the left (the long chord which bears N 17° 00' 54" W - 264.61 feet); thence N 23° 27' 45" W - 47.16 feet; thence 118.75 feet along the arc of a 336.80 foot radius curve to the right (the long chord which bears N 13° 21' 42" W - 118.14 feet); thence N 03° 15' 38" - 107.59; thence 10.11 feet along the arc of a 42.35 foot radius curve to the left (the long chord which bears N 10° 05' 59" W - 10.09 feet) more or less to the north line of said E1/2 of the SW1/4 of the NW1/4.

John Briggs Easement

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