

EA

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



2007-002608

Klamath County, Oregon



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02/14/2007 03:28:49 PM

Fee: \$31.00

EASEMENT

1st-938574

Between

Robert L. & Dolores King

1835 Ridge Road

Klamath Falls, OR 97603

And

Dan Martin & Jackie Martin

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

Dan Martin & Jackie Martin

1835 Ridge Road

Klamath Falls, OR 97603

THIS AGREEMENT made and entered into on January 26, 2007, by and between ROBERT L. KING AND DOLORES A. KING hereinafter called the first party, and DAN MARTIN AND JACKIE MARTIN 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:

W $\frac{1}{2}$  W $\frac{1}{2}$  SW $\frac{1}{4}$  NE $\frac{1}{4}$ , Except the East 198 feet thereof in Section 18, Township 39 South, Range 10 East of the Willamette Meridian

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:

The E 1/2 W 1/2 NE 1/4 and the East 198 feet of the W 1/2 W 1/2 NE 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

LESS AND EXCEPT a tract of land situated in the E 1/2 W 1/2 NE 1/4 and the East 198 feet of the W 1/2 W 1/2 NE 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the East 1/16 corner common to Section 7 and said Section 18; thence South 00°03'03" West 1257.72 feet; thence South 89°53'33" West 865.61 feet; thence North 00°01'43" East 1257.72 feet; thence North 89°53'33" East 866.10 feet to the point of beginning, with bearings and computations based on recorded Survey No. 2834.

NOW, THEREFORE, in view of the premises and in consideration of \$ no monetary consideration 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:

A strip of land 30.00 feet in width situated in the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being 15.00 feet on each side of the following described centerline:

Beginning at a point on the west line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 18, said point being North 00°00'23" East 350.00 feet from the intersection of the centerline of Kings Way with said west line; thence South 89°59'37" East 469 feet, more or less, to the west line of the east 198 feet of the W $\frac{1}{2}$  W $\frac{1}{2}$  NE $\frac{1}{4}$  of said Section 18, the sidelincs of said strip to be shortened or extended to terminate on the beginning and ending lincs; with bearings based on County Survey 2843.

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

(OVER)

31-F



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, 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:

See Exhibit "A"

and the second party's right of way shall be parallel with the center line and not more than 15 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.)

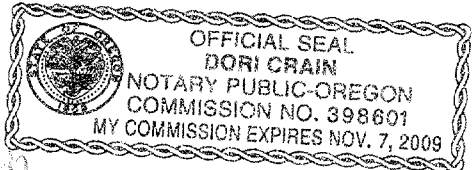
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

Robert L. King  
Dolores King  
 FIRST PARTY



STATE OF OREGON, County of Klamath ss.  
 This instrument was acknowledged before me on January 26, 2007  
 by Robert L. King and Dolores A. King  
 This instrument was acknowledged before me on \_\_\_\_\_  
 by \_\_\_\_\_  
 as \_\_\_\_\_  
 of \_\_\_\_\_

Notary Public for Oregon  
 My commission expires 11-7-09

Dan N. Martin  
Jackie Martin  
 SECOND PARTY

STATE OF OREGON, County of Klamath ss.  
 This instrument was acknowledged before me on Feb. 4, 2007  
 by Dan and Jackie Martin  
 This instrument was acknowledged before me on \_\_\_\_\_  
 by \_\_\_\_\_  
 as \_\_\_\_\_  
 of \_\_\_\_\_



Notary Public for Oregon  
 My commission expires 11-7-09



Engineers



Planners



Surveyors



Testing

### Easement Description

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2726-01

Nov. 17, 2006

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
DECEMBER 15, 1978  
DOUGLAS E. ADKINS  
1794

RENEWAL DATE 12/31/07