

EB

EASEMENT

2012-009976

Klamath County, Oregon



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SPACE RES
FOR
RECORDER'S USE

09/10/2012 02:15:32 PM

Fee: \$42.00

No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

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

Skywagon Ranch, LLC

5850 Mack Ave.

Klamath Falls, OR 97603

THIS AGREEMENT made and entered into on _____, by and between SKYWAGON RANCH, LLC hereinafter called the first party, and SKYWAGON RANCH, LLC AND BETTY S. HOLMES AND JAMES E. HOLMES, 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:

PARCEL 1:

Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon:

Section 4: Government Lot 18 (Southwest Quarter of Northeast Quarter); Government Lot 19 (Southeast Quarter of Northwest Quarter); and Northeast Quarter of Southwest Quarter, Northwest Quarter of Southeast Quarter.

PARCEL 2:

The West 33 feet of Government Lot 2, all that portion of Government Lot 2, lying Southwesterly of the right of way of the United States Government Canal "F", Government Lots 3, 4, 5, 6, 11, 12, 13 and 14 of Section 4; Government Lots 9, 10, 15 and 16 of Section 5; All in Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

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:

A parcel of land situated in Government Lots 5 and 12 of Section 4, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Commencing at the Northwest corner of said Section 4; thence South 10° 07' 54" East, 2742.87 feet to the true point of beginning; thence South 88° 47' 00" East, 419.94 feet; thence North 00° 00' 00" East, 127.03 feet; thence North 30° 23' 12" East, 170.58 feet; thence South 71° 25' 00" East, 182.22 feet to a point from which the N1/4 corner of said Section 4 bears North 30° 47' 16" East, 2859.76 feet; thence South 18° 35' 00" West, 1079.32 feet; thence North 90° 00' 00" West, 334.89 feet; thence North 00° 00' 00" East, 815.85 feet to the true point of beginning. Basis of bearings is Grid North of the Oregon State Plane Coordinate System of 1983, South Zone

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 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:

Access by way of the existing driveway from Webber Road on the West side of Government Lots 4 and 5 to Government Lot 12 for access to homesite.

All in Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

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

(OVER)

Returned to County

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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:

N/A

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:

Existing driveway

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.

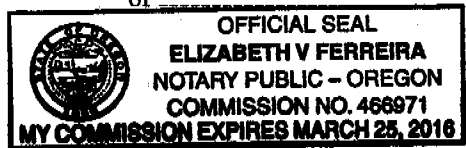
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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.

SKYWAGON RANCH, LLC
 BY: [Signature]
[Signature]
 James E. Holmes, Member
 FIRST PARTY Betty Holmes, Member

STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on September 10th, 2012,
 by James E. Holmes and Betty Holmes members of Skywagon Ranch, LLC
 This instrument was acknowledged before me on _____,
 by _____,
 as _____,
 of _____



[Signature]
 Notary Public for Oregon
 My commission expires March 23, 2016

SECOND PARTY

STATE OF OREGON, County of _____) ss.
 This instrument was acknowledged before me on _____,
 by _____,
 This instrument was acknowledged before me on _____,
 by _____,
 as _____,
 of _____

Notary Public for Oregon
 My commission expires _____