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NO PART OF ANY STEVENS-NESS FORM MAY BE REPR

2012-011429

Klamath County, Oregon



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10/15/2012 02:57:53 PM

Fee: \$42.00

## EASEMENT

Dennis & DIANE WOOD  
 P.O. Box 3063  
 Albany Oregon 97321

Grantor's Name and Address\*

John Ellis P.O. Box 8  
 Sprague River Oregon  
 97639

Grantee's Name and Address\*

After recording, return to (Name and Address):

Joe Williams  
 P.O. Box 47 Sprague River,  
 Oregon 97639

\*ORS 205 requires the first page of a recorded document to show the names and addresses of all parties. Use Stevens-Ness Form No. 1256, Cover Sheet for Instrument to be Recorded, if you need additional space.

SPACE RESERVED  
 FOR  
 RECORDER'S USE

THIS AGREEMENT made and entered into on 8-20-2012, by and between Dennis & Diane Wood hereinafter called grantor, and Joe & Tammy Williams - John Ellis, hereinafter called grantee, WITNESSETH:

WHEREAS: Grantor is the record owner of the following described real property in Klamath County, Oregon (legal description of property):

TWP 35 Rnge 11, Block SEC 31, Tract SW4SE4  
 Acres 38.58

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and grantee is the record owner of the following described real property in that county and state (legal description of property):

TWP Range 11 Block SEC 31 Tract NW4SE4  
 Acres 40

NOW, THEREFORE, in consideration of \$ 0 paid by grantee to grantor, the receipt of which is acknowledged by grantor:

Grantor hereby grants, assigns and sets over to grantee an easement (description of the nature and type of easement granted):

Road right of way

(CONTINUED)

Returned to County



Grantee 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 grantee'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, grantor shall have the full use and control of the above described real estate.

Grantee agrees to save and hold grantor harmless from any and all claims of third parties arising from grantee'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:

NONE

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:

Property owned by Dennis & Diane Wood Lot # 10 Ft From S.W. 1/4 Corner for a distance of 1340 Total length to Ellis N.W. Property Corner Gate is 180 Ft to S.W. 1/4 corner & 1150.78 Ft to S.E. Corner of Ellis property.

and grantee's right of way shall be parallel with the center line and not more than 15 Foot 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): ☐ grantor; ☒ grantee; ☐ both parties, share and share alike; ☐ both parties, with grantor responsible for 0 % and grantee responsible for 100 %. (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.

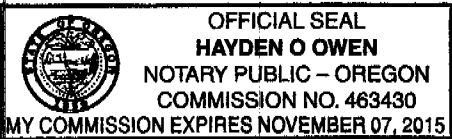
This instrument shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument on the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

Dennis W Wood  
Diane B Wood  
 GRANTOR

STATE OF OREGON, County of Linn ) ss.  
 This instrument was acknowledged before me on August 20<sup>th</sup> 2012  
 by Dennis W Wood  
 This instrument was acknowledged before me on August 20<sup>th</sup> 2012  
 by Diane B Wood  
 as Grantors  
 of Easement access



Hayden Owen  
 Notary Public for Oregon  
 My commission expires 11/7/15

\_\_\_\_\_  
 GRANTEE

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 \_\_\_\_\_