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2019-004499

Klamath County, Oregon



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04/29/2019 11:35:20 AM

Fee: \$87.00

EASEMENT

Dennis and Diane Wood

PO- Box 218

Days Creek, OR 97429

Grantor's Name and Address*

Frank and Marilyn Ormsby

785 Caves Highway

Cave Junction, OR 97523

Grantee's Name and Address*

After recording, return to (Name and Address):

SPACE RESERVED
FOR
RECORDER'S USE

*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.

THIS AGREEMENT made and entered into on July 30, 2018, by and between Dennis and Diane Wood hereinafter called grantor, and Frank and Marilyn Ormsby, 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 35S, Rang 11 E, Sec. 31, Tract N2 NE4 SW4

Acres 15

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 35S, Range 11 E, Section 31, Tract W 1/2 NE 1/4 SW 1/4

Acres 20

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 at Counter



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:

Begin at 540 feet due North of the SE corner of Tax lot #1100, then Turn To 246° True and go 244 feet, then Turn To 239° True and go 176 feet, then Turn To 300° True and go 121 feet, then Turn To 267° True and go 75 feet, then Turn To 288° True and go 109 feet, stopping at the West boundary of Tax lot #1100

and grantee's right of way shall be parallel with the center line and not more than 10 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 _____ % and grantee 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.

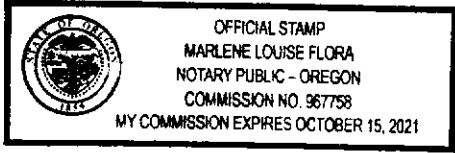
This instrument shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

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 DOUGLAS) ss.
 This instrument was acknowledged before me on 8-2-2018
 by Dennis W. Wood
 This instrument was acknowledged before me on 8-2-2018
 by Diane B. Wood
 as _____
 of _____



Marlene Louise Flora
 Notary Public for Oregon
 My commission expires 10-15-2021

 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 _____