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**EASEMENT**

Between

**John M. Wencil & Jeannine M. Wencil**

And

**Mark Dirr and Darlene Dirr**

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

**Amerititle - Escrow #49247-KR**SPACE RESERVED  
FOR  
RECORDER'S USEVol M99 Page 37276  
STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book/reel/volume No. \_\_\_\_\_ on page  
\_\_\_\_\_ and/or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Records of said County.Witness my hand and seal of County  
affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

THIS AGREEMENT made and entered into this 20th day of September, 1999, by and  
between Trustee of the John W. and Jeannine M. Wencil Joint Living Trust  
hereinafter called the first party, and Mark Dirr and Darlene Dirr

, 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:**See attached Exhibit "A"**

and has the unrestricted right to grant the easement hereinafter described relative to the real estate.

NOW, THEREFORE, in view of the premises and in consideration of \$ 0- 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 attached Exhibit "B"**45<sup>00</sup>  
M  
(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, 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:

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.

John W. Wencil Trustee  
Trustee of the John W. and Jeannine Wencil Joint Living Trust  
Jeannine Wencil Trustee  
Trustee of the John W. and Jeannine Wencil Joint Living Trust

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on Sept 20, 19 99  
by John W. Wencil & Jeannine Wencil  
This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_



Stacy M. Howard  
Notary Public for Oregon  
My commission expires Dec 29, 2002

Mark Dirr  
Mark Dirr  
Darlene Dirr  
Darlene Dirr  
SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on Sept 20, 19 99  
by Mark Dirr & Darlene Dirr  
This instrument was acknowledged before me on \_\_\_\_\_, 19 \_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



Stacy M. Howard  
Notary Public for Oregon  
My commission expires Dec 29, 2002

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL 1:

Lot 3, Block 1, TRACT 1225, TANGLEWOOD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

Beginning at the most Westerly corner of Lot 3, Block 1, TANGLEWOOD-TRACT 1225: thence along the boundary of said Tract 1225, on a curve to the right (radius point bears South 15 degrees 54' 46" West 175.00 feet and central angle equals 38 degrees 51' 36") 118.69 feet, on a curve to the left (radius point bears North 54 degrees 46' 22" East 20.00 feet, central angle equals 76 degrees 49' 54") 26.82 feet, on a curve to the left (radius point bears South 22 degrees 03' 32" East 225.00 feet and central angle equals 14 degrees 47' 21") 58.08 feet, South 53 degrees 09' 07" West 27.41 feet, on a curve to the left (radius point bears North 36 degrees 50' 53" West 20.00 feet and central angle equals 91 degrees 25' 19") 31.91 feet, on a curve to the left (radius point bears South 51 degrees 43' 48" West 125.00 feet and central angle equals 49 degrees 19' 25") 107.61 feet; thence North 44 degrees 33' 10" East 60.91 feet to the point of beginning with bearings based on said Tract 1225. All in Section 15, Township 38 South, Range 8 East of Willamette Meridian, Klamath County, Oregon.

Owner  
Dennis A. Ensor, L.S. W.R.E.

EXHIBIT "B"

37279

**TRU SURVEYING, INC. LINE**

TELEPHONE (541) 884-3691  
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

SEPTEMBER 16, 1999

LEGAL DESCRIPTION  
OF  
DRIVEWAY EASEMENT

A DRIVEWAY EASEMENT TO LOT 2, BLOCK 1 OF "TANGLEWOOD - TRACT 1225", BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M96 PAGE 32065 OF KLAMATH COUNTY DEED RECORDS, SITUATED IN THE SW1/4 NE1/4 OF SECTION 15, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LOT LINE OF SAID LOT 2, BLOCK 1, SAID POINT ALSO BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THICKET COURT, FROM WHICH THE MOST SOUTHERLY LOT CORNER OF SAID LOT 2, BLOCK 1 BEARS S53°09'07"W 199.80 FEET; THENCE, ALONG THE SAID NORTHWESTERLY RIGHT OF WAY LINE, N53°09'07"E 27.41 FEET AND ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 225.00 FEET AND CENTRAL ANGLE EQUALS 07°58'58") 31.35 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, N71°15'46"W 92.25 FEET TO A POINT ON THE LOT LINE OF SAID LOT 2, BLOCK 1; THENCE, ALONG THE SAID LOT LINE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS S26°16'02"W 125.00 FEET AND CENTRAL ANGLE EQUALS 25°27'46") 55.55 FEET AND ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 20.00 FEET AND CENTRAL ANGLE EQUALS 91°25'19") 31.91 FEET TO THE POINT OF BEGINNING, CONTAINING 1229 SQUARE FEET, MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "TANGLEWOOD - TRACT 1225" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

*Dennis A. Ensor*  
DENNIS A. ENSOR O.L.S. 2442

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/99

State of Oregon, County of Klamath  
Recorded 9/20/99, at 11:10 a.m.  
In Vol. M99 Page 37276  
Linda Smith,  
County Clerk Fee\$ 45.00