

NN
OCT 15 AM 11:11

EASEMENT

Vol M01 Page 52269
STATE OF OREGON, } ss.
County of _____Between
City of Chiloquin
122 S. Second Av
Chiloquin, OR 97624And
Mike Thibodeaux
4301 Myrtle Av.
Sacramento, Ca. 95841

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

Michael and Carol Thibodeaux

4301 Myrtle Ave
Sacramento, CA 95841SPACE RESERVED
FOR
RECORDER'S USEI certify that the within instrument was
received for recording on _____,
at _____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/reception
No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

MTC 55169-LB

THIS AGREEMENT made and entered into on OCTOBER 2001, by and
between THE CITY OF CHILOQUIN, a municipal corporation of the State of Oregon
hereinafter called the first party, and MICHAEL W THIBODEAUX AND CAROL A THIBODEAUX, husband and wife
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:The South 30 feet of the North 545 feet of the NW 1/4 SW 1/4 of Section 34,
Township 34 South, Range 7 E W M., Klamath County, Oregon, Excepting therefrom
the East 435 feet thereof.

Also;

A tract of land in the NW1/4SW1/4 of Section 34, Township 34 South Range 7 E W M,
Klamath County, Oregon, more particularly described as follows:Beginning at a point on the West line of said NW1/4SW1/4, said point being South a
distance of 545 feet from the Northwest corner thereof; thence East, parallel with
the North line of said NW1/4SW1/4 to a point on the East line of said NW1/4SW1/4;
thence South on said East line a distance of 30.0 feet; thence West, parallel with
the North line of said NW1/4SW1/4, to a point on the West line of said Section 34;
thence North on said West line a distance of 30.0 feet to the true point of beginning.

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 \$ 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: A sixty foot^{wide} easement
over the existing roadway for ingress, egress and utilities, over and across the above
described real property and appurtenant to the real property attached in Exhibit "A" made
a part hereof.

See map attached hereto as Exhibit "B" made a part hereof.

(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 Perpetuity, 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:

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 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 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.

City of Chiloquin

By-

By-

FIRST PARTY

Klamath

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____

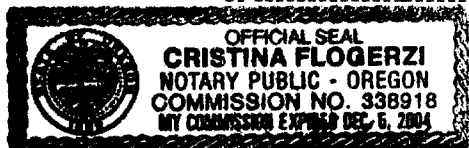
by _____

This instrument was acknowledged before me on October 9 2001

by Joyce Smith - Mayor

as Mayor

of The City of Chiloquin



Cristina Flogerzi
Notary Public for Oregon

My commission expires 12-05-04

Michael W Thibodeaux

Carol A Thibodeaux

SECOND PARTY

10/11/01

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on October 9 2001

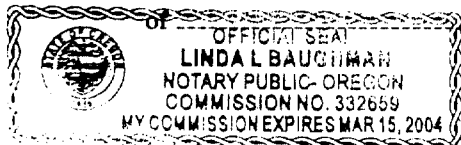
by Michael W Thibodeaux and Carol A Thibodeaux

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Linda L Baughman
Notary Public for Oregon

My commission expires 3-15-04

EXHIBIT "A"

**The North 545.0 feet of the West 885 feet of the Northwest quarter of the Southwest quarter of Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.
Excepting therefrom the North 272.5 feet; and Excepting therefrom the Southerly 30 feet.**

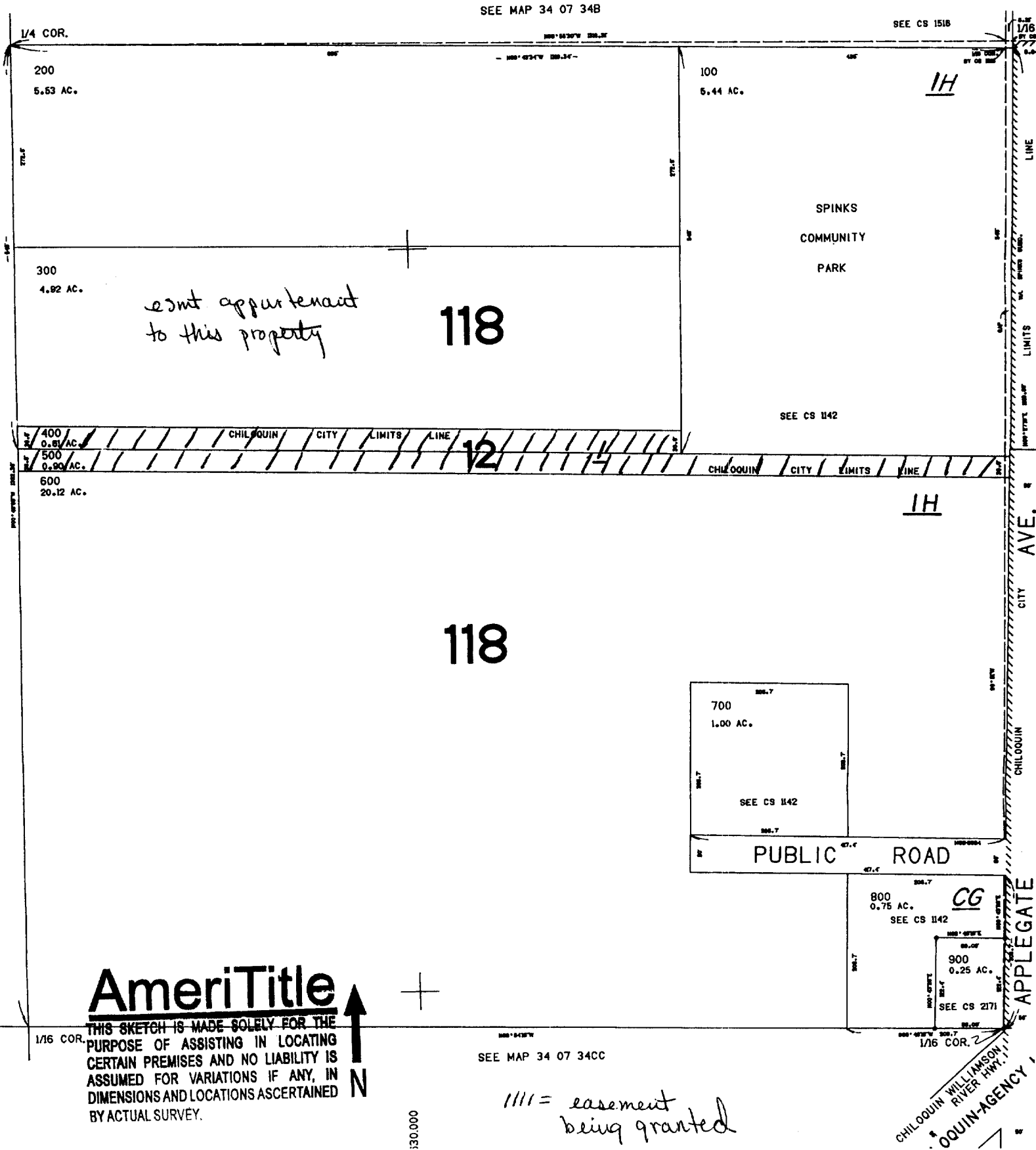
EXHIBIT "B"

NW1/4 SW1/4 SEC. 34 T.34S. R.07E. W.M.
KLAMATH COUNTY

52272

MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY.

1"=100'



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

52273

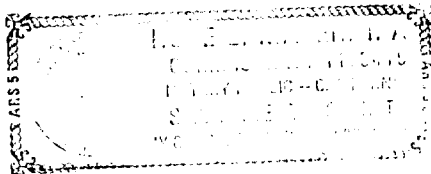
State of California

County of Sacramento

On October 11, 2001 before me, Hope L. Mayehama, Notary Public

personally appeared Carol Ann Thibodeaux

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Hope L. Mayehama
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement

Document Date: October 2001 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Carol Ann Thibodeaux Signer's Name: _____

- ☒ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing:

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing:

State of Oregon, County of Klamath
 Recorded 10/15/01 at 11:11 a. m.
 In Vol. M01 Page 52269
 Linda Smith,
 County Clerk Fee \$ 41.00