

NN

## EASEMENT

Vol M02 Page 23930  
STATE OF OREGON, } ss.

Between

And

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

SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 04/23/2002 1:02 p.m.

Vol M02. Pg 23930-34

Linda Smith, County Clerk

Fee \$ 41.00 # of Pgs 5

Deputy.

MTC 56772-KR

THIS AGREEMENT made and entered into on April 2002, by and  
between DANIEL C BACHTTELL AND MARCI A BACHTTELL, HUSBAND AND WIFE  
hereinafter called the first party, and HUBERT C VANDERHOFF JR AND EFFIE VANDERHOFF, 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:

SEE ATTACHED EXHIBIT "A" MADE A PART HEREOF

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: **An easement for ingress  
and egress as described in Exhibit "B" attached hereto and made a part hereof.**

**Said easement is appurtenant to Parcel 1 of MINOR LAND PARTITION 49-83, situated in the  
W1/2 SE1/4 of Section 7, Township 39 South, Range 10 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)



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:

**See attached Map shown as Exhibit "C" attached hereto and made a part hereof**

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.) **Second party will pay first party \$100.00 towards maintenance annually beginning January 1, 2003.**

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.

  
Daniel C Bachtell

  
Marci A Bachtell FIRST PARTY

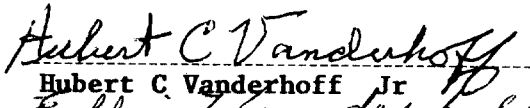
STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on April 2002,  
by Daniel C Bachtell and Marci A Bachtell

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_.

Notary Public for Oregon

My commission expires \_\_\_\_\_

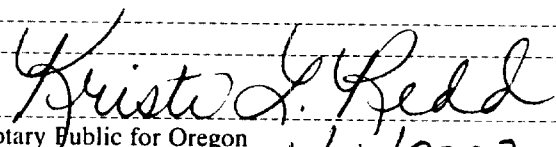
  
Hubert C Vanderhoff Jr

  
Effie Vanderhoff SECOND PARTY

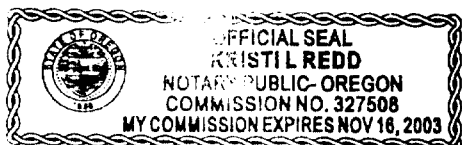
STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on April 2002,  
by Hubert C Vanderhoff Jr and Effie Vanderhoff

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_,  
as \_\_\_\_\_,  
of \_\_\_\_\_.

  
Notary Public for Oregon

My commission expires 11/16/2003





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

A parcel of land situated in the W 1/2 SE 1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North line of said W 1/2 SE 1/4, and being North 89 degrees 53' 08" West 700.71 feet from the CE 1/16 corner of said Section 7, (North 89 degrees 54' West 707 feet by Deed Volume 353, page 23, of Klamath County Deed Records); thence South 00 degrees 15' 14" West 1942.50 feet to a 5/8" iron pin with plastic cap on the Northerly right of way line of the O.C. & E. Railroad (South 00 degrees 25' West 1943.5 feet, more or less, by said Deed Volume 353, page 23); thence South 66 degrees 52' 30" East along said right of way line, 750.48 feet to a 5/8 inch iron pin with plastic cap (South 66 degrees 45' East 786.3 feet, more or less, by said Deed Volume 353, page 23); thence North 00 degrees 29' 26" East (North by said Deed Volume 353, page 23), along the East line of said W 1/2 SE 1/4, 408.11 feet to a 5/8" iron pin with plastic cap; thence Southwesterly along the Northwesterly line of a ditch the following courses and distances, with each angle point marked by a 5/8" iron pin with plastic cap; South 61 degrees 41' 35" West 69.98 feet, South 52 degrees 34' 28" West 99.89 feet, South 47 degrees 26' 28" West 99.64 feet, and South 34 degrees 11' 16" West 69.28 feet; thence North 72 degrees 13' 26" West 430.86 feet to a 5/8" iron pin with plastic cap; thence North 00 degrees 15' 14" East 1916.13 feet to the North line of said W 1/2 SE 1/4; thence North 89 degrees 53' 08" West (North 89 degrees 54' West by said Deed Volume 353, page 23) 30.00 feet to the point of beginning with bearings based on Survey No. 2834, as recorded in the office of the Klamath County Surveyor.

TOGETHER WITH a strip of land lying between the West line of the E 1/2 SE 1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and the existing fence line within the said E 1/2 SE 1/4, said strip of land being more particularly described as follows:

Beginning at a point marked by a 5/8" iron pin with plastic cap on the West line of said E 1/2 SE 1/4, said point being South 00 degrees 29' 26" West 1827.79 feet from the CE 1/16 corner of said Section 7; thence South 00 degrees 29' 26" West 408.11 feet to a 5/8" iron pin with plastic cap on the Northerly right of way line of the O.C. & E. Railroad; thence South 66 degrees 52' 30" East along said right of way line, 34.9 feet, more or less, to the said existing fence line; thence Northerly along said existing fence line, 422 feet, more or less, to the centerline of an existing drain ditch; thence Westerly 27 feet, more or less, to the point of beginning, with bearings based on recorded Minor Land Partition 49-83.

The Easterly line of the above described strip of land being the existing fence line, is intended to be the property line of the Easterly and Westerly adjacent ownerships. (Said Parcel also being Parcel 2 of Minor Land Partition 49-83.)



EXHIBIT "B"

**TRU SURVEYING, INC. LINE**

**23933**

OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.  
SANDIE ENSOR

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691


JOHN HEATON L.S.T.  
CHAD ENSOR L.S.T.

APRIL 04, 2002

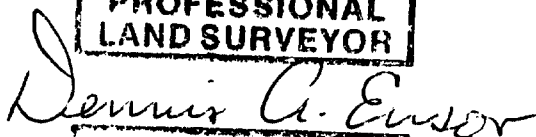
LEGAL DESCRIPTION  
OF  
30' WIDE ACCESS EASEMENT

A 30 FOOT WIDE ACCESS EASEMENT SITUATED IN PARCEL 2 OF "MINOR LAND PARTITION 49-83" TO PROVIDE ACCESS TO PARCEL 1 OF SAID "MINOR LAND PARTITION 49-83" BEING IN THE W1/2 SE1/4 OF SECTION 7, T39S R10EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE S00°15'14"W, ALONG THE WEST LINE OF SAID PARCEL 2, 730.00 THENCE S89°53'08"E 30.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2; THENCE N00°15'14"E 730.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE N89°53'08"W 30.00 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 3910 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

  
DENNIS A. ENSOR O.L.S. 2442

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/03



# EXHIBIT "G"

23934

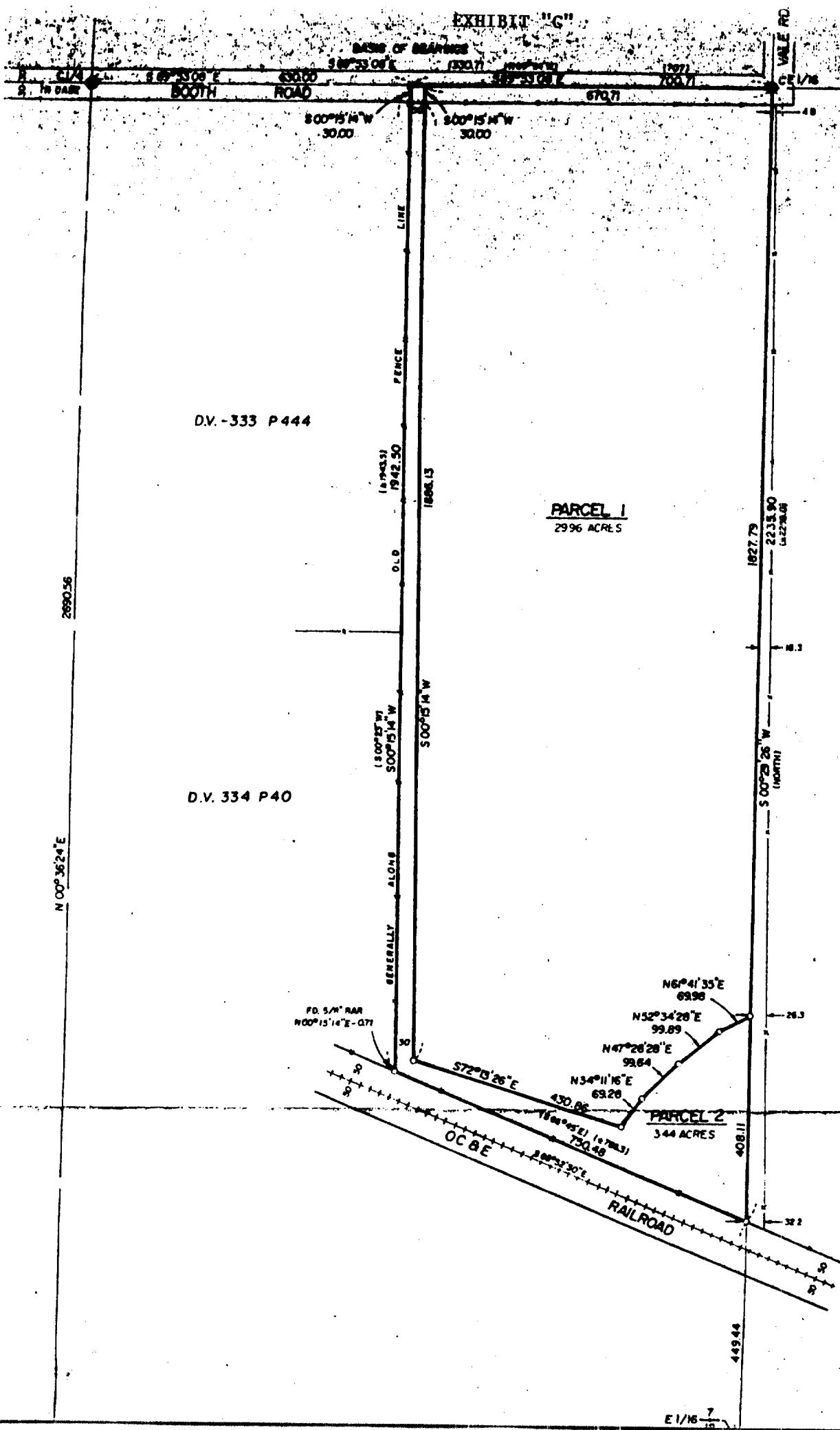
D.V. -333 P444

D.V. 334 P40

PARCEL 1  
29.96 ACRES

PARCEL 2  
3.44 ACRES

SCALE: 1"=200'



E 1/16 7/16