

NN

## EASEMENT

Vol M04 Page 83816

Between

PERRY L. WELKER AND  
PAULETTA Z. WELKER

And

ROBERT D. THOMPSON AND  
NANCY M. THOMPSONSPACE RESERVED  
FOR  
RECORDER'S USEState of Oregon, County of Klamath  
Recorded 12/07/04 2:26 p m  
Vol M04 Pg 83816-20  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

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

90 Perry and Pauletta Welker  
7508 STEVENS DR.  
KLAMATH FALLS, OR. 97601THIS AGREEMENT made and entered into on March 15<sup>th</sup> 2004, by and  
between PERRY L. WELKER AND PAULETTA Z. WELKER, HUSBAND AND WIFE  
hereinafter called the first party, and ROBERT D. THOMPSON AND NANCY M. THOMPSON, 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 NE1/4 NW1/4 lying Northeasterly of State Highway 140 in Section 7,  
Township 39 South, Range 9 EWM, Klamath County, Oregon, LESS AND EXCEPT that  
portion deeded to the State Highway Commission recorded April 29, 1968 in  
Book M68 at Page 3409, Microfilm Records of Klamath County, Oregon.

'04 DEC 7 PM 2:26

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 **non-exclusive  
relocatable easement more particularly described in Exhibit "A" attached hereto and  
made a part hereof. Said easement is appurtenant to the real property described in  
Exhibit "B" attached hereto and made a part hereof. Said easement is non exclusive  
and shall be relocated to follow the street traffic pattern for the  
proposed Castle Ridge Resorts development of the first party's property  
described hereinbefore, upon its construction. Said easement shall be  
irrevocable.**

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

41✓



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:

Said easement is for one single family residence located on the parcel described in Exhibit B

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 Exhibit A

and the second party's right of way shall be parallel with the center line and not more than 30 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.

Perry L. Welker  
Perry L. Welker

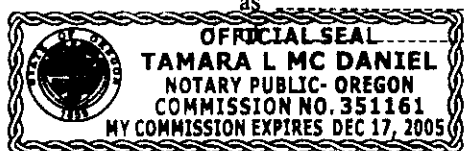
Pauletta Z. Welker  
Pauletta Z. Welker

STATE OF OREGON, County of Klamath ss

This instrument was acknowledged before me on December 7, 2004  
by Perry L. Welker and Pauletta Z. Welker

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_

as \_\_\_\_\_



Tamara L. McDaniel  
Notary Public for Oregon  
My commission expires 12/17/05

Hubert D. Thompson  
Hubert D. Thompson

Nancy M. Thompson  
Nancy M. Thompson

STATE OF OREGON, County of Klamath ss

This instrument was acknowledged before me on December 7, 2004  
by Hubert D. Thompson and Nancy M. Thompson

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Tamara L. McDaniel  
Notary Public for Oregon  
My commission expires 12/17/05

## EXHIBIT A

## ACCESS EASEMENT

A parcel of land situated in Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being 30 feet in width and 15 feet on each side of the following described centerline:

Beginning at a point on the easterly right-of-way line of State Highway 140 at Milepoint 68.26, said point being S 79°59'42" W 3090.62 feet from the northeast corner of said Section 7; thence, N 61°15'49" E 72.95 feet; thence, along the arc of a 300.00 radius curve with a chord bearing of N 65°24'36" E, a distance of 43.42 feet; thence, N 69°33'23" E a distance of 230.69 feet; thence, along the arc of a 90.00 feet radius curve with a chord bearing of N 36°59'02" E a distance of 102.33 feet; thence, N 4°24'40" E a distance of 111.61 feet; thence, along the arc of a 68.00 feet radius curve with a chord bearing of N 45°53'42" E a distance of 98.47 feet; thence, N 87°22'44" E a distance of 40.87 feet; thence, along the arc of a 160.00 feet radius curve with a chord bearing of S 78°47'00" E a distance of 77.28 feet; thence, S 64°56'45" E a distance of 102.03 feet; thence, along the arc of a 180.00 feet radius curve with a chord bearing of S 81°42'44" E a distance of 105.35 feet; thence, N 81°31'17" E a distance of 80.01 feet; thence, along the arc of a 96.00 feet radius curve with a chord bearing of N 58°57'59" E a distance of 75.58 feet; thence, S 53°35'19" E a distance of 0.98 feet; thence, along the arc of a 18.00 feet radius curve with a chord bearing of S 15°55'28" E a distance of 23.67 feet; thence, S 21°44'23" W a distance of 21.51 feet; thence, along the arc of a 300.00 feet radius curve with a chord bearing of S 26°28'18" W a distance of 49.55 feet; thence, along the arc of a 300.02 feet radius curve with a chord bearing of S 25°35'04" W a distance of 59.55 feet; thence, S 19°53'53" W a distance of 5.34 feet; thence, along the arc of a 250.00 feet radius curve with a chord bearing of S 3°44'10" W a distance of 141.04 feet; thence, S 12°25'34" E a distance of 65.18 feet; thence, along the arc of a 1000.00 feet radius curve with a chord bearing of S 13°46'21" E a distance of 47.00 feet; thence, S 15°07'08" E a distance of 81.77 feet; thence, along the arc of a 1000.00 feet radius curve with a chord bearing of S 16°44'29" E a distance of 56.64 feet; thence, along the arc of a 1600.00 feet radius curve with a chord bearing of S 20°48'19" E a distance of 136.35 feet; thence, S 23°14'47" E a distance of 116.74 feet; thence, along the arc of a 260.00 feet radius curve with a chord bearing of S 34°56'34" E a distance of 106.15 feet; thence, S 46°38'21" E a distance of 115.78 feet; thence, along the arc of a 100.00 feet radius curve with a chord bearing of S 16°02'19" E a distance of 106.82 feet; thence, along the arc of a 65.30 feet radius curve with a chord bearing of S 49°40'55" W a distance of 80.04 feet; thence, S 84°59'02" W a distance of 15.87 feet; thence, S 5°00'58" E a distance of 16.73 feet more or less, to the northerly line of that parcel described in Deed Volume M99, Page 41252 of the Deed Records of Klamath County, Oregon; with the side lines of this parcel being extended or shortened so as to be continuous and extend between the beginning and ending lines.

**EXHIBIT "B"**

The SW1/4 of the NE1/4 lying North and East of State Highway 66 and State Highway 140 in Section 7, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

LESS AND EXCEPT the premises described in deeds to Jerry Depuy, et ux, recorded February 13, 1969 in Volume M69, Page 1145, and April 1963 in Volume 344 at Page 432, Deed Records of Klamath County, Oregon; and

LESS AND EXCEPT the premises described in a deed recorded in the same County on May 5, 1965 in Volume 361 at page 256, Deed Records of Klamath County, Oregon; and

LESS AND EXCEPT the premises described in deed to the State of Oregon, by and through its State Highway Commission, recorded December 18, 1967 in Volume M67, Page 9768, Microfilm Records of Klamath County, Oregon.

# EXHIBIT "C"

83820

EXISTING  
PRIVATE  
RESIDENT

