

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

**EASEMENT****Kenneth L. & Karen L. Tuttle**

Between

1696 Cove Point Road  
Klamath Falls, Oregon 97601

And

Public

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

**2006-017254****Klamath County, Oregon**

00002257200600172540040045

08/28/2006 02:45:27 PM

Fee: \$36.00

SPACE RESERV \_\_\_\_\_

R!

THIS AGREEMENT made and entered into on \_\_\_\_\_, by and  
 between **Kenneth & Karen Tuttle**  
 hereinafter called the first party, and **General Public**  
 \_\_\_\_\_, 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: **as described in Deed Volume M76 Page 11416**

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record  
 owner of the following described real property in that county and state, to-wit:

N/A

NOW, THEREFORE, in view of the premises and in consideration of \$ **None** 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 Exhibit **B**

(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:

~~If this easement is for a right of way over or across the real estate, the center line of the easement shall be the center line of the right of way.~~

~~and the second party's right of way shall be parallel with the center line and not more than \_\_\_\_\_ feet 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.

Kenneth L Tuttle  
Kenneth L Tuttle  
FIRST PARTY



STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on 8-17-2006  
by Mary L Hastings  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Mary L Hastings  
Notary Public for Oregon  
My commission expires 6-18-2008

Karen L Tuttle  
KAREN L TUTTLE  
SECOND PARTY



STATE OF OREGON, County of Klamath ) ss.  
This instrument was acknowledged before me on 8-23-06  
by Shauna L Mitchell  
This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Shauna Mitchell  
Notary Public for Oregon  
My commission expires 11-15-08

# EXHIBIT "A"

## PUBLIC ACCESS EASEMENT SITUATED IN THE SE1/4 NW1/4 SW1/4 OF SECTION 14 TOWNSHIP 34 SOUTH RANGE 7 EAST W.M.

MAY 2006

OLD KORRAL ROAD  
60.00' WIDE  
PER ROS# 3905

N 89°35'33" E  
NORTH LINE OF THE  
SE1/4 NW1/4 SW1/4

C-N-SW 1/64 CORNER  
SECTION 14  
5/8" IRON PIN  
PER ROS # 2458

SCALE: 1"=100'

C/L  $\Delta = 19^\circ 53' 39''$   
R = 433.70  
L = 150.59  
CB = S 33°39'08" E  
CL = 149.83

$\Delta = 17^\circ 50' 57''$   
R = 456.70  
L = 142.27  
CB = N 32°37'48" W  
CL = 141.70

POINT OF  
BEGINNING

TUTTLE PROPERTY  
DEED VOLUME  
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$\Delta = 08^\circ 31' 22''$   
R = 403.70  
L = 60.05  
CB = S 27°58'00" E  
CL = 59.99

S 00°10'04" W  
87.66'

OLD KORRAL ROAD  
60.00' WIDE  
PER ROS# 3905

$\Delta = 37^\circ 02' 27''$   
R = 170.06  
L = 109.93  
CB = N 25°04'45" W  
CL = 108.03

N 00°10'04" E 370.20'  
EAST LINE OF THE SE1/4 NW1/4 SW1/4


N 06°33'31" W  
82.43'

N 39°46'06" E  
172.02'

SW 1/16 CORNER  
SECTION 14  
5/8" IRON PIN  
PER ROS # 2458

### LEGEND

- 5/8" IRON PIN PER ROS # 3905
- MONUMENT OF RECORD AS NOTED
- CALCULATED POINT ONLY

 PUBLIC ACCESS EASEMENT  
53' TOTAL WIDTH: 23' ON THE WESTERLY SIDE  
AND 30' ON THE EASTERLY SIDE OF CENTERLINE.

PREPARED BY:  
KLAMATH COUNTY PUBLIC WORKS  
305 MAIN STREET  
KLAMATH FALLS, OR. 97601  
(541) 883-4696

## EXHIBIT B

A tract of land shown on Exhibit "A" for a Public Access Easement situated in the SE1/4 of the NW1/4 of the SW1/4 of Section 14, Township 34 South, Range 7 East, W.M., Klamath County, Oregon more particularly described as follows:

Commencing at a 5/8" iron pin marking the SW1/16 corner of said Section 14, thence along the east line of the SE1/4 of the NW1/4 of the SW1/4 of said Section 14, N 00° 10' 04"E – 370.20 feet to the point of beginning; thence 142.27 feet along the arc of a 456.70 foot radius curve to the right (the long chord which bears N 32° 37' 48" W – 141.70 feet); thence N 23° 42' 19" W – 191.40 feet more or less to the north line of said SE1/4 of the NW1/4 of the SW1/4 of Section 14, thence along said north line N 89° 35' 33" E – 57.71 feet; thence S 23° 42' 19" E – 168.58 feet to a 5/8" iron pin with a yellow plastic cap stamped "DEP.PUB.WKS.L.S.659"; thence 60.05 feet along the arc of a 403.70 foot radius curve to the left (the long chord which bears S 27° 58' 00" E – 59.99 feet) to a point on the east line of said SE1/4 of the NW1/4 of the SW1/4 of Section 14; thence along said east line S 00° 10' 04" W – 87.66 feet to the point of beginning. Said tract of land contains +/- 0.34 acres. Bearings and distances for this description are based on Survey # 3905.