

2006-022300

Klamath County, Oregon



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11/08/2006 08:32:06 AM

Fee: NO FEE

EASEMENT

Between:
OZ INVESTMENT L.L.C.
13500 SW 72nd Ave, Ste 210
Portland, OR 97223

And:

Klamath County
305 Main Street
Klamath Falls, OR 97601

After recording, return to:
County of Klamath
305 Main St.
Klamath Falls, OR 97601

STATE OF OREGON

County of Klamath

)ss.

)

I 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

THIS AGREEMENT made and entered into on July 7, 2006 by and between OZ INVESTMENT, L.L.C. hereinafter called the first party, and Klamath County, 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 ~~M Page 116~~ M94 page 15124

~~N/A~~

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, towit:

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 for the benefit of the general public, an easement, to-wit:

See Exhibits "A" and "B"

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 first party agrees to save and hold the second 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:

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): X 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, the first party shall be responsible for all maintenance and the cost of repair of the easement damaged by any cause whatsoever.

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.

OZ INVESTMENT, L.L.C.

Mark S. Zimel
First Party - Mark S. Zimel, Member

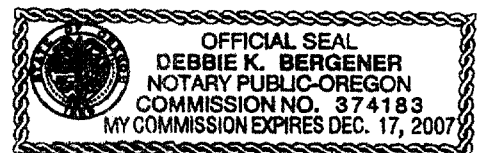
STATE OF OREGON, County of Klamath)ss.

This instrument was acknowledged before me on July 7 2006

By _____
This instrument was acknowledged before me on _____

By Mark S. Zimel
As member
Of OZ Investment LLC

Debbie K Bergener
Notary Public for Oregon



COUNTY OF KLAMATH

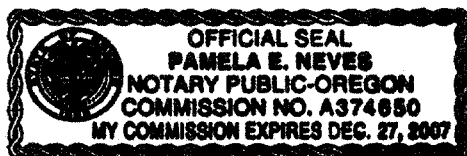
William R. Brown
Second party

STATE OF OREGON, County of Klamath)ss.

This instrument was acknowledged before me on November 7, 2006

By _____
This instrument was acknowledged before me on _____

By William R. Brown
As Chairman - Board of Commissioners
Of Klamath County



Pamela E. Neves
Notary Public for Oregon
My commission expires 12/27/07
My commission expires _____

EXHIBIT "A"

DESCRIPTION FOR A PUBLIC ROADWAY ACCESS EASEMENT

A roadway easement for the purpose of ingress and egress between Maywood Drive and Washburn Way, over and across a strip of land situated in the vacated portion of Maywood Drive, Parcel 3 of Land Partition 23-03, and Lot 10 of Tract 1276, located in the NE1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, the boundary of said easement being more particularly described as follows:

Beginning at a point on the north line of Vacated Maywood Drive, said point being S.89°58'00"W., 20.74 feet from the northwest corner of Lot 5, Tract 1249; thence S.00°02'00"E., 165.00 feet along a line parallel with west line of said Lot 5; thence N.89°58'00"E., 235.96 feet along the north line of said Parcel 3, Land Partition 23-03; thence S.80°34'16"E., 30.41 feet to a point on the west line of Lot 10 of said Tract 1276; thence N.89°58'00"E., 209.00 feet along a line 5.00 feet south of and parallel with the north line of said Lot 10; thence S.00°02'00"E., 57.50 feet along the east line of said Lot 10; thence S.89°58'00"W., 193.39 feet; thence N.66°05'30"W., 49.89 feet; thence N.82°38'56"W., 95.34 feet; thence S.89°58'00"W., 171.42 feet; thence N.00°02'00"W., 195.00 feet to a point on the north line of Vacated Maywood Street; thence N.89°58'00"E., 30.00 feet to the Point of Beginning. Bearings are based on Land Partition No. 23-03.

MAYWOOD DRIVE

EXHIBIT "B"

PUBLIC ACCESS EASEMENT

P.O.B.

N89°58'00"E
30.00'

S89°58'00"W
20.74'

VACATED MAYWOOD DRIVE
S00°02'00"E 165.00'

N00°02'00"W 195.00'

TRACT 1249

5

4

Access Easement to Parcels 1-3
M04-24027

S80°34'16"E
30.41'

N89°58'00"E 235.96'

N89°58'00"E 209.00'

S89°58'00"W 171.42'

16.00' DRAINAGE
EASEMENT
M87-1748

N82°38'56"W 95.34'

N66°05'30"W
49.89'

S89°58'00"W 10 193.39'

S00°02'00"E
57.50'

PARCEL 3
LP 23-03

11

WASHBURN WAY

[[Traverse:ROADWAY EASEMENT Area:26863.56SqFt 0.62Acres Distance Factor:1.000000000]]

Point	Type	Bearing	Horiz Dist	Radius	Arc Length	Delta	Northing	Easting	Description
1							0.000	0.000	
2		S0°02'00"E	165.000				-165.000	0.096	
3		N89°58'00"E	235.960				-164.863	236.056	
4		S80°34'16"E	30.410				-169.845	266.055	
5		N89°58'00"E	209.000				-169.723	475.055	
6		S0°02'00"E	57.500				-227.223	475.089	
7		S89°58'00"W	193.390				-227.335	281.699	
8		N66°05'30"W	49.890				-207.116	236.089	
9		N82°38'56"W	95.340				-194.918	141.533	
10		S89°58'00"W	171.420				-195.017	-29.887	
11		N0°02'00"W	195.000				-0.017	-30.000	
12		N89°58'00"E	30.000				0.000	-0.000	