

MTC 80615

EASEMENT

2007-018268

Klamath County, Oregon



00033809200700182680040041

10/23/2007 11:28:43 AM

Fee: \$36.00

Between

JOHN L. GARRICK

And

Teddi DeYoung

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

TEDDI DEYOUNG

THIS AGREEMENT made and entered into this 12th day of October 2007, by and between JOHN L. GARRICK hereinafter called the first party, and Teddi DeYoung 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:

PARCEL 1 and PARCEL 2

SEE 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 \$0.00 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:

ALL OF PARCEL 1 DESCRIBED IN EXHIBIT "A" FOR THE LENGTH OF 75 FEET FROM THE NORTH EAST CORNER AND 20 FEET ALONG THE SOUTHEASTERLY PROPERTY LINE, RUNNING PARALLELING TO, AND THE LENGTH OF 75' FROM THE NORTHEASTERLY CORNER, RUNNING SOUTHWESTERLY ALONG THE SOUTHEASTERLY PROPERTY LINE DESCRIBED AS PARCEL 2 IN EXHIBIT "A".

SECOND PARTY PROPERTY DESCRIBED AS:

SEE EXHIBIT "B" WHICH IS MADE A PART HEREOF

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

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:

THOSE OF RECORD

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:

15 FEET FROM THE CENTER LINE

and the second party's right of way shall be parallel with the center line and not more than 15 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 n/a% and the second party responsible for n/a%. (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.

John L. Garrick
JOHN L. GARRICK

FIRST PARTY

STATE OF OREGON, County of Klamath ss. 2007

This instrument was acknowledged before me on October 16, 192007

by John L. Garrick

This instrument was acknowledged before me on October 16, 192007

by _____



Alice L. Bishop
Notary Public for Oregon
My commission expires Aug. 19, 2010

Teddi DeYoung
TEDDI DEYOUNG

SECOND PARTY

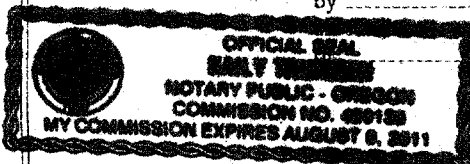
STATE OF OREGON, County of Klamath ss. 2007

This instrument was acknowledged before me on Oct 17, 192007

by Teddi D. DeYoung

This instrument was acknowledged before me on Oct 17, 192007

by _____



Notary Public Kelly Thurman
Commission No. 420130
Expires 8/9/2011

Kelly Thurman
Notary Public for Oregon
My commission expires Aug. 9, 2011

EXHIBIT "A"

Parcel 1

A parcel of land 10 feet wide in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 30, Township 24 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon, lying next adjacent and Southerly and Easterly of the line, more particularly described as: The beginning point of which begins at a point which is South 39°40' West, 290 feet and South 50°20' East, 499 feet from the intersection of the South line of Crescent, Oregon and the Easterly line of Main Street of Crescent, Oregon; thence North 39°40' East 209 feet; thence North 50°20' West 209 feet to the true point of beginning of this description of the said line; thence North 39°40' East a distance of 300 feet, more or less, to the North line of said SE $\frac{1}{4}$, SW $\frac{1}{4}$.

Parcel 2

BEGINNING AT A POINT WHICH IS SOUTH 50°20' EAST 52 FEET FROM THE INTERSECTION OF THE EASTERLY SIDE OF MAIN STREET AND THE SOUTHERLY SIDE OF WARD STREET AND ON THE SOUTHERLY SIDE OF WARD STREET IN THE TOWNSITE OF CRESCENT, OREGON; THENCE SOUTH 39°40' WEST, 148.81 FEET; THENCE SOUTH 50°20' EAST, 68 FEET; THENCE SOUTH 39°40' WEST, 50 FEET; THENCE SOUTH 50°20' EAST, 170 FEET; THENCE NORTH 39°40' EAST, 330.2 FEET TO THE SOUTH BOUNDARY OF THE CRESCENT TOWNSITE; THENCE WEST 206 FEET; THENCE NORTH 50°20' WEST, 79.43 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE $\frac{1}{4}$ SW $\frac{1}{4}$) AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE $\frac{1}{4}$ SW $\frac{1}{4}$) OF SECTION THIRTY (30), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE NINE (9) EAST OF THE WILLAMETTE MERIDIAN, CONTAINING 1.25 ACRES, MORE OR LESS.

LOTS NUMBERED ONE (1) AND TWO (2) IN BLOCK FORTY FOUR (44), CRESCENT TOWNSITE, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXHIBIT "B"

A parcel of land situated in the SE 1/4 of the SW 1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which is North 39° 40' East 209 feet from a point which is South 39° 40' West, 290 feet and South 50° 20' East 499 feet from the intersection of the South line of Crescent, Oregon and the Easterly line of Main Street of Crescent, Oregon, thence North 50° 20' West 199 feet; thence North 39° 40' East to a point on said line which is 60 feet Southerly on said line of the intersection of said line and the North Line of said SE 1/4 SW 1/4; thence Southerly and parallel to the East line of said SE 1/4 SW 1/4 a distance of 139 feet to a point; thence Easterly and parallel to the North line of said SE 1/4 SW 1/4, a distance of 30 feet to a point; thence Southerly and parallel to the East line of said SE 1/4 SW 1/4, a distance of 200 feet to a point; thence North 50° 20' West a distance of 32 feet more or less to the point of beginning.