

EA

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



EASEMENT

2008-007193

Klamath County, Oregon



00046263200800071930040044

SPACE RESE
FOR
RECORDER'S

05/15/2008 03:04:32 PM

Fee: \$36.00

Between

Ryan A. Trumbly and Shelley R. Trumbly

Camilla Alvarez

Victor B. and Marjorie A. Divine

And

Ryan A. and Shelley R. Trumbly

Camilla Alvarez

Victor B. and Marjorie A. Divine

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

THIS AGREEMENT made and entered into on May 15, 2008, by and between Ryan A. Trumbly and Shelley R. Trumbly, Camilla Alvarez, Victor B. and Marjorie A. Divine hereinafter called the first party, and Ryan A. and Shelley R. Trumbly, Camilla Alvarez, Victor B. and Marjorie A. Divine 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 1

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:

See attached Exhibit A

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:

Over existing Griffith Lane for access to
Second parties real property including
utilities see exhibit B for reference

2008/5/15



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:

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.) All property owners share responsibility

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.

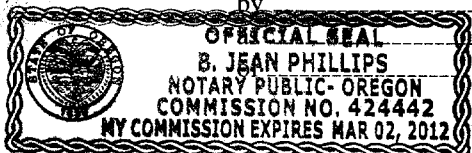
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

Camilla Alvarez
Ryan A. Trumbly
 FIRST PARTY

Shelley Trumbly
Margorie Divine
Victor R. Divine
 ss. Victor R. Divine

STATE OF OREGON, County of Klamath
 This instrument was acknowledged before me on 5-15-08
 by Camilla Alvarez, Ryan Trumbly, Shelley Trumbly, Margorie Divine, Victor R. Divine
 This instrument was acknowledged before me on _____

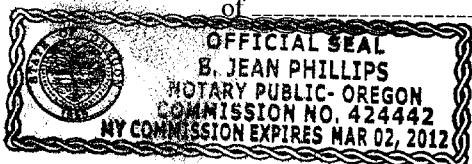


B. Jean Phillips
 Notary Public for Oregon
 My commission expires 3-2-12

Camilla Alvarez
Ryan A. Trumbly
 SECOND PARTY

Shelley Trumbly
Margorie Divine
Victor R. Divine
 ss. Victor R. Divine

STATE OF OREGON, County of Klamath
 This instrument was acknowledged before me on 5-15-08
 by Camilla Alvarez, Ryan Trumbly, Shelley Trumbly, Margorie Divine, Victor R. Divine
 This instrument was acknowledged before me on _____



B. Jean Phillips
 Notary Public for Oregon
 My commission expires 3-2-12

EXHIBIT "A"

Trumbly

A tract of land in Government Lot 4, Section 17, Township 39 South, Range East of the Willamette Meridian, in the County of Klamath, State of Oregon described as follows:

Beginning at a point on the Westerly line of the California Northeastern Railroad right of way and the Southerly line of a private road known as Packing House Road, said road not being a recorded road; thence Northwest along said unrecorded road a distance of 198 feet; thence Southwesterly an parallel to the West line of said railroad a distance of 270 feet; thence Southeasterly and parallel to the Southerly line of said unrecorded road a distance of 198 feet to the Westerly line of said railroad; thence Northea along said railroad a distance of 270 feet to the point of beginning.

Divine

Beginning at the Southwest corner of the North 690 feet of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 17; thence East along the South boundary of said North 690 feet 219 feet to a point; thence North 22° West to the South boundary of a tract of land conveyed by Charles L. Griffith to Frank V. Lowell by deed recorded May 25, 1949 in Deed Book 231 page 287, records of Klamath County, Oregon; thence West 44.7 feet to the West boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Said Section 17; thence South along said West boundary of NE $\frac{1}{4}$ SE $\frac{1}{4}$, 430 feet to the point of beginning, Subject to a common road right-of-way over and across the South 30 feet of the herein described tract.

Alvarez

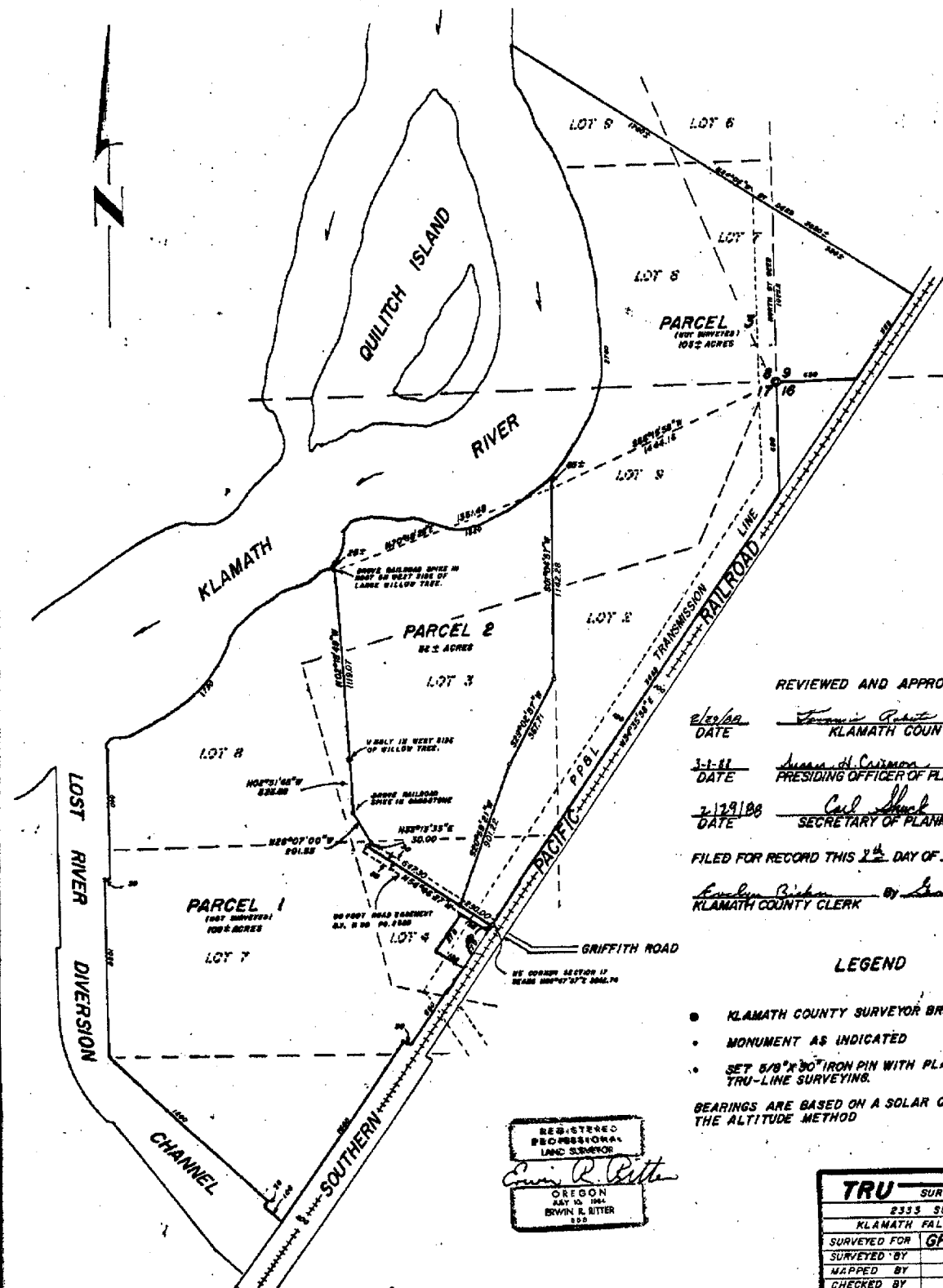
8 All that portion of Lot 4, Lot 7, SW $\frac{1}{4}$ SE $\frac{1}{4}$ and
9 the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 17, Twp. 39 South, Range
10 9 E.W.M., and all that portion of Lot 6 and Lot 12
11 of Sec. 20 lying easterly of the easterly right of
12 way line of the Central Pacific Railroad as now
13 located and as further described in Book 22 at
14 page 164 and in Book 25 at page 211 of Deed Records
15 of Klamath County, Oregon, and lying northeasterly
of the northeasterly right of way line of the
U.S.B.R. Lost River Diversion Channel as now
located and as further described in Book 34 at
page 377, Book 35 at page 122 and Book 96 at
page 188 of Deed Records of Klamath County, Oregon,
EXCEPTING THEREFROM

Also (Griffith & Divine)
Parcels 1, 2 and 3 of Major Land
Partition 43-87, situated in Lot's 6, 7, 8, 9,
Section 8, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 9 and Lots
2, 3, 4, 7, 8, 9 and N $\frac{1}{2}$ S $\frac{1}{2}$ Section 17,
T 39 South Range 9 E.W.M., Klamath County
Oregon.

Exhibit "B"

MAJOR LAND PARTITION 43-87

SITUATED IN LOTS 6, 7, 8 & 9 SECTION 8, SW 1/4 SW 1/4
SECTION 9 AND LOTS 2, 3, 4, 7, 8, 9 & NW 1/2 SW 1/2 SECTION 17
T39S, R9EWM, KLAMATH COUNTY, OREGON.



REVIEWED AND APPROVED

2/22/88 Thomas R. Rutter
DATE KLAMATH COUNTY SURVEYOR

3-1-88 James H. Cassman
DATE PRESIDING OFFICER OF PLANNING COMMISSION

2-12-88 Carl J. Smith
DATE SECRETARY OF PLANNING COMMISSION

FILED FOR RECORD THIS 2ND DAY OF March, 1988

Franklin R. Rutter or George H. McCaskey
KLAMATH COUNTY CLERK DEPUTY

LEGEND

- KLAMATH COUNTY SURVEYOR BRASS CAP Q.L.S. 1809.
 - MONUMENT AS INDICATED
 - SET 5/8" X 30" IRON PIN WITH PLASTIC CAP MARKED TRU-LINE SURVEYING.
- BEARINGS ARE BASED ON A SOLAR OBSERVATION USING THE ALTITUDE METHOD

REGISTERED
PROFESSIONAL
LAND SURVEYOR
Erwin R. Rutter
OREGON
JULY 10, 1964
ERWIN R. RUTTER
255

TRU SURVEYING LINE		
2335 SUMMERS LANE		
KLAMATH FALLS, OREGON 97603		
SURVEYED FOR	GRIFFITH ESTATE	
SURVEYED BY	D.E. & E.R.	2-88
MAPPED BY	D.E. & E.R.	2-88
CHECKED BY	E.R.R.	2-88
SCALE 1" = 400'		

Water Right m88-3276