

2008-009276

Klamath County, Oregon



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06/24/2008 02:12:27 PM

Fee: \$41.00

EASEMENT

Between
Mary C. McGee

And
William S. Snyder

After recording, return to (Name, Address, Zip):
Tru-Line Surveying
2333 Summers Lane
Klamath Falls, OR 97603

Returned to Counter

THIS AGREEMENT made and entered into on ~~May~~ **June 5**, 2008 by and Mary C. McGee, hereinafter called the first party, and William S. Snyder, 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"

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:

A Parcel of land situate in Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of the SW1/4 NW1/4 of section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence Easterly along the North line of the SW1/4 NW1/4 of said Section 34, 218.63 feet; thence leaving said North line South 11° 32' 30" East, 478.80 feet to a point on the Northerly right of way line of State Highway Number 140; thence South 60° 48' 50" West along said right of way line 306.17 feet to a point on the West line of said Section 34; thence North along the West line of said Section 34, ~~644.76~~ **644.76** feet to the point of beginning.

Tax Account No: 3811-V34B0-03800-000
Tax Account No: 3811-V34B0-03900-000

Key No: 485326
Key No: 485371

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 and easement, to-wit:

An easement for Access and Public Utility purposes as shown and depicted on Exhibit "B" attached hereto.

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 eternity, always subject, however, to the following specific conditions, restrictions and considerations: none

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 "C" attached.

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 50% and the second party responsible for 50%. (if the last alternative is selected, the percentages allocated to each party should total 100.)

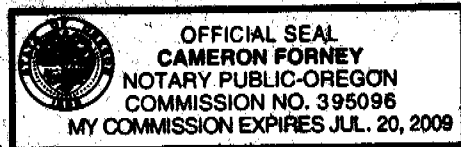
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their expense.

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.

Mary C. McGee
Mary C. McGee
FIRST PARTY



STATE OF OREGON, County of Klamath ss.
This instrument was acknowledge before me on June 5, 2008,
By Mary McGee
This instrument was acknowledge before me on _____,
By _____
As _____
Of _____

Cameron Forney
Notary Public for Oregon
My commission expires July 20, 2009

William S. Snyder
William S. Snyder
SECOND PARTY

STATE OF OREGON, County of Washington ss.
This instrument was acknowledge before me on June 18, 2008,
By William S. Snyder
This instrument was acknowledge before me on _____,
By _____
As _____
Of _____



Tasha N Burns
Notary Public for Oregon
My commission expires Jan. 27, 2008

EXHIBIT "A"

Parcel 1

A tract of land situated in the SE1/4 NE1/4 of Section 33, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the East line of said SE1/4 NE1/4 from which the NE corner of said SE1/4 NE1/4 bears North 00° 02' 28" East, 473.96 feet; thence South 71° 11' 50" West 582.82 feet; thence South 20° 45' 28" East. 236.25 feet to a point in the North right of way line of State Highway 140; thence Northeasterly on said North right of way line to a point on the East line of said SE1/4 NE1/4; thence North 00° 02' 28" East on said East line, 170.00 feet to the point of beginning.

(3811-V3300-00800)

Parcel 2

A tract of land situated in the SE1/4 NE1/4 of Section 33, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a point on the East line of said SE1/4 NE1/4 from which point the NE corner of said SE1/4 NE1/4 bears North 00° 02' 28" East 300.00 feet; thence South 00° 02' 28" West on said East line, 173.96 feet; thence South 71° 11' 50" West, 582.82 feet; thence South 80° 57' 06" West 776.52 feet to a point on the West line of said SE1/4 NE1/4; thence North 00° 13' 13" East on said West line, 137.61 feet to the Easterly line of a tract of land described in Deed Volume 47 at page 593, Klamath County Deed Records; thence Northeasterly along said Easterly line to a point on the North line of said SE1/4 NE1/4; thence North 89° 29' 53" East on said North Line, 591.88 feet to the Northwest corner of a tract of land described in Deed Volume M78 at Page 3585, Klamath County Deed Records; thence South 00° 02' 28" West on the West line of the last mentioned tract of land, 300.00 feet to the Southwest corner thereof; thence North 89° 29' 53" East on the South line of the last mentioned tract of land, 300.00 feet to the point of beginning of this description.

(3811-V3300-00600)

28 27

33 34

1329.32
N00°06'12"E

EXHIBIT "B"

S89°53'16"E 218.63

PARCEL 2

1.37 ACRES

EXISTING
BARN

245.04

249.66

N90°00'00"W 269.00

EXISTING
SHOP
NO FOUNDATION

S11°32'30"E 479.56

229.90

EXISTING
HOUSE

SEWER C/O

8 SEPTIC TANK LIDS

PARCEL 1

2.15 ACRES

EXISTING
PUMPHOUSE

L=50.59
R=90.56
Δ=32°00'25"
C LEN=49.93
BRG=N03°00'03"W

S60°55'00"W 361.27

HIGHWAY 140

N00°06'12"E 1975.22

8

8

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

EXHIBIT "C"

4/25/08

Legal Description of the

Centerline of a 30' wide access and public utility easement

Situated in the NW1/4 of section 34 and the NE1/4 of section 33, T38S, R11 ½ EWM, Klamath County, Oregon, the centerline being more particularly described as follows:

Beginning at a point on the northerly right of way line of State Highway 140, from which the Northwest corner of section 34 bears N00°04'10"E, 1971.91 feet, thence leaving said northerly right of way line N18°57'11"W 109.18 feet; thence along an arc of a curve to the right (radius equals 107.46 feet and central angle equals 26°52'09") 50.39 feet; thence N12°35'54"E 153.00 feet; thence N38°33'42"E 22.99 feet; thence N00°06'12"W 77.13 feet to the terminus of the said easement.

Dennis A. Ensor

Dennis A. Ensor O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor.

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Renewal DATE 12-31-09