

2008-011044

Klamath County, Oregon



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EASEMENT RELEASE AGREEMENT
(EXTINGUISHMENT)

DATED: JULY 2, 2008, 2008

PARTIES:

Born Properties, an active
assumed business name
c/o Donald W. Born
4093 Barrett Street South
Salem, OR 97302

(Hereinafter "Born")

RECITALS:

On April 17, 1958 an Easement Agreement was recorded in the real property records for Klamath County, Oregon in Volume 299, page 23, between Clyde L. Dehlinger and Georgia Dehlinger, as first parties, E.G. Born and Dorothy R. Born, as second parties, and Harold E. Dehlinger and Dorothy Dehlinger, as third parties, (hereinafter the "Easement Agreement"). A copy of said Easement Agreement is attached hereto as Exhibit "A" and by this reference incorporated herein.

Born are the successors in interest to a portion of the property owned by the second parties and further described on the attached Exhibit "B" attached hereto and by this reference incorporated herein.

The Easement Agreement grants the beneficial owners of parcel 1, parcel 2 and parcel 3 an easement and right-of-way for roadway purposes for the removal of materials as stated therein (deposit of rock, gravel, cinder and sand).

WHEREAS the easements were never improved or used for the purpose of the removal of said deposits and,

WHEREAS Born desires to extinguish the Easement Agreement and to mutually relieve their respective parcels of properties of the subservient position to said easements, therefore, Born hereby agrees as follows:

1. EASEMENT RELEASE AGREEMENT (EXTINGUISHMENT)

AGREEMENT:

1. The Easement Agreement recorded in the real property records of Klamath County, Oregon at Volume 299, page 23 is hereby extinguished in its entirety.

2. Born hereby extinguishes and waives any interest they may have in the Easement Agreement.

3. It is the intent of Born that the Easement Agreement recorded in the real property records of Klamath County, Oregon at Volume 299, page 23 is hereby extinguished in its entirety and that such Easement Agreement have no further force and effect upon the property of Born or the other affected properties.

Dated the first date written above.

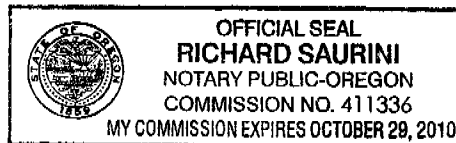
Donald W. Born
Born Properties, an active
assumed business name
By: Donald W. Born
Its: Donald W. Born
Partner

STATE OF OREGON)
) ss.
County of Marion)

Personally appeared, Donald W. Born, who being duly sworn, stated he is a Partner of Born Properties, an active assumed business name, and that said instrument was signed on behalf of said business by authority of its members; and he acknowledged said instrument was its voluntary act and deed. Before me:

[Signature]
Notary public for Oregon
My commission expires: October 29, 2010

After recording return to:
Michael P. Rudd
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601



1 AGREEMENT, April 10, 1958, between Clyde L. Dehlinger and Georgia Dehlinger,
2 his wife, First Parties, E. G. Born and Dorothy R. Born, his wife, Second
3 Parties, and Harold E. Dehlinger and Dorothy Dehlinger, his wife, Third Parties

4 WITNESSETH:

5 WHEREAS, First Parties are owners of the following described lands in
6 Klamath County, Oregon, to-wit: NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 39 South,
7 Range 10 E.W.M.; and

8 WHEREAS, Second parties are owners of the following described lands in
9 Klamath County, Oregon, to-wit: S $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section, township
10 and range, exception portion owned by Combs; and

11 WHEREAS, Third parties are owners of the following described lands in
12 Klamath County, Oregon, to-wit: SW $\frac{1}{4}$ and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 33 in said township
13 and range; and

14 WHEREAS, there are deposits of rock, gravel, cinder and sand upon the lands
15 of the parties above described which the parties wish to market, either
16 personally or through contractors or agents, and

17 WHEREAS, it will be necessary in the removal of such materials from the
18 lands of some of the parties to cross lands of the others, Now, therefore,

19 In consideration of the grants of rights of way to First Parties by Second
20 and Third Parties hereinafter mentioned, First Parties give and grant unto
21 Second and Third Parties the easement and right of way for roadway purposes
22 for the removal of materials as above set forth, over a forty foot wide strip
23 of land commencing at the Northeast corner of NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township
24 39 South, Range 10 E.W.M. and running westerly along the northerly line of
25 N $\frac{1}{2}$ of SE $\frac{1}{4}$ of said section, to a point near the NW corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$,
26 and thence Northwesterly following the most prac-
27 ticable course to a point in the North line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section, which
28 point is about 540 feet Westerly of the Northeast corner thereof.

29 In consideration of the grants of Rights of way to Second Parties by First
30 and Third Parties hereinbefore and hereinafter mentioned, Second parties give
31 and grant unto First and Third Parties the easement and right of way for
32 roadway purposes for the removal of materials as above set forth over a forty
foot wide strip of land commencing at the present road gate on the North line

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Harold E. Dehlinger

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1 of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 39 S. R. 10 E.W.M., and running thence in a
2 reasonably straight line across an old well to a point just East of the
3 Juniper tree which is the Southeast corner of the George Combs property, and
4 thence in a rounding curve in a Westerly direction leaving the plow land at
5 a point not more than 180 feet south of the south line fence of the George
6 Combs property; thence in the most practicable line to the southwest corner
7 of said forty, and thence running southeasterly and southerly along the most
8 practicable route to the south line of SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said section.

9 In consideration of the grants of rights of way to Third Parties by First
10 and Second Parties hereinbefore mentioned, Third Parties give and grant unto
11 First and Second parties the easement and right of way for roadway purposes
12 for the removal of materials as above set forth, over a forty foot wide strip
13 of land along the Westerly side of W $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 33 in said Township
14 and Range extended Southerly to connect with the roadway granted the parties
15 hereto by First parties.

16 The parties covenant and agree to and with each other as follows:

- 17 (1) Said easements shall be and remain appurtenant to the lands of the
18 parties herein described as long as any thereof have any of the materials
19 above described which may be profitably marketed.
- 20 (2) The parties using said rights of way over the lands of the others
21 shall install and maintain cattle crossings or gates at points of entrance
22 and exit.
- 23 (3) The rights of way shall be used exclusively for the above purposes,
24 but for such purposes may be used by the parties and their contractors, agents
25 and purchasers.
- 26 (4) The parties using such rights of way over the lands of the others
27 shall, by use of water or other material, minimize dust so far as is reason-
28 ably practical.

29 This agreement shall bind and inure to the benefit of , as the circumstances
30 may require, the parties hereto and their heirs, representatives and
31 assigns.

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1 IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and
2 seals the day and year first herein written.

3 Clyde L. Dehlinger (SEAL)
4 Georgia Dehlinger (SEAL)
5 E. G. Born (SEAL)
6 Dorothy R. Born (SEAL)
7 Harold E. Dehlinger (SEAL)
8 Dorothy Dehlinger (SEAL)

9 STATE OF OREGON)
10 County of Klamath) SS

11 BE IT REMEMBERED, That on this 10th day of April, 1958, before me, the
12 undersigned, a notary public in and for said county and state, personally
13 appeared the within named Clyde L. Dehlinger and Georgia Dehlinger, his wife,
14 E. G. Born and Dorothy R. Born, his wife, and Harold E. Dehlinger and Dorothy
15 Dehlinger, his wife, known to me to be the identical individuals described
16 in and who executed the within instrument and acknowledged to me that they
17 executed the same freely and voluntarily.

18 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day
19 and year last above written.

20 William J. Army
21 Notary Public for Oregon
22 My Commission expires: 11/20/59

23 STATE OF OREGON; COUNTY OF KLAMATH; ss.
24 Filed for record at request of Georgia & Gators
25 this 17 day of April A.D. 1958 at 1:15 o'clock P.M., and
26 duly recorded in Vol. 229, of Deeds on Page 3
27 CEAS. F. DELAP, COUNTY CLERK
28 Fee \$3.50 Jan Jones Deputy

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KLAMATH FALLS, ORE.

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LEGAL DESCRIPTION

The South $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32; the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, and beginning at the SE $\frac{1}{4}$ corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section; thence, West 12 chains to the East line of the land conveyed to Sarahet and J. A. Moreau; thence, North along said line which is also the East line of the land conveyed to Zora L. and R. E. Bradbury, 34.65 chains, thence, East 12 chains to Section line; thence, South on said line 34.65 chains to the place of beginning; and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 28, all in Township 39 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon, and excepting from the above-description the land herebefore conveyed to Joseph A. and Sarahet Moreau by Clement Bradbury by deed recorded in Deed Records of Klamath County, Oregon, in Volume 89, page 25, and all subject to right-of-way for ditches and canals granted to the United States.

ALSO EXCEPTING that portion of Section 29, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Starting at the Southeast corner of Section 29, Township 39 South, Range 10 East and proceeding North along the Section line between Sections 29 and 28, to a point 540 feet North of the marker, then West for 208 feet, thence North for 208 feet, thence East for 208 feet, thence South for 208 feet, all in Klamath County, Oregon.

Map Tax Lot No.: R-3910-03200-00100-000