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2008-015268

Klamath County, Oregon



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11/12/2008 11:40:04 AM

Fee: \$36.00

EASEMENT
Between Marja A. Hill
And W C Ranch, Inc.
After recording, return to (Name, Address, Zip): AmeriTitle-Kristi Redd 300 Klamath Ave Klamath Falls, OR 97601

THIS AGREEMENT made and entered into on November 5th, 2008 by Marja A. Hill hereinafter called the first party, and W. C. Ranch, Inc., an Oregon corporation 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:

That portion of Government Lots 6 and 7 of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Easterly of Lost River and Westerly of the West line of the Burlington Northern Railroad right of way.

Also that portion of Government Lot 8 of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of the West line of the Burlington Northern Railroad right of way.

EXCEPTING THEREFROM that portion of said Government Lot 8 described as follows:

A portion of Government Lot 8 in Section 21, 80 feet wide extending between the Easterly line of Lost River and the Southwest line of the Klamath Irrigation District "G" Canal, and lying 40 feet on each side of the following described line:

Beginning at a point on the Southwesterly right of way line of the Klamath Irrigation District "G" Canal at centerline station 305+13 from whence the center of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon bears the following courses: North 78° 46' 32" East 64.3 feet; thence South 32° 22' East 440.4 feet; thence South 89° 56' East 133.1 feet; thence from said point of beginning South 78° 46' 32" West 286 feet, more or less, to the Easterly shore line of Lost River.

AND ALSO EXCEPTING THEREFROM

That portion of Government Lot 8 of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly and Easterly of Lost River, Westerly of the USBR G Canal and Northerly of the North line of the following described parcel:

A portion of Government Lot 8 in Section 21, 80 feet wide extending between the Easterly line of Lost River and the Southwest line of the Klamath Irrigation District "G" Canal, and lying 40 feet on each side of the following described line:

Beginning at a point on the Southwesterly right of way line of the Klamath Irrigation District "G" Canal at centerline station 305+13 from whence the center of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon bears the following courses: North 78° 46' 32" East 64.3 feet; thence South 32° 22' East 440.4 feet; thence South 89° 56' East 133.1 feet; thence from said point of beginning South 78° 46' 32" West 286 feet, more or less, to the Easterly shore line of Lost River.

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:

PARCEL 1:

The following described property in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 21: Government Lot 4

Section 27: Government Lots 5, 6, 7, 8 and 9; SE1/4 SE1/4; N1/2 NW1/4; SE1/4 NW1/4; W1/2 NE1/4

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LESS the following: Beginning at a 5/8 inch iron pin marking the Northeast corner of the NW1/4 NE1/4 of said Section 27; thence South 00° 33' 36" West, along the East line of said NW1/4 NE1/4 of said Section 27, 1,382.64 feet, more or less, to the Northerly right of way line of Hill Road, a county road; thence Northwesterly along the Northerly right of way line of said Hill Road 1300 feet, more or less, to a one-inch iron pin at the intersection of said right of way line with a fence running Northeast; thence along said fence and the Northeasterly projection thereof North 42° 12' 33" East 542.46 feet to a one-inch iron pin set in the center of a dirt road; thence leaving said fence line North 35° 05' 31" East 392.34 feet to a point on the North line of said Section 27, said point being marked by a one-inch iron pin; thence North 89° 58' 17" East along the said North line of said Section 27, 420.87 feet to the point of beginning.

AND ALSO SAVING AND EXCEPTING THEREFROM a parcel of land situated in the SE1/4 SE1/4, in Lot 5, and in Lot 6 all being in Section 27, Township 40 South, Range 10 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at a point where the South line of said Section 27 intersects the Westerly right of way line of the Burlington Northern Railroad, from which the Southeast corner of said Section 27 bears South 89° 38' 24" East, 1097.43 feet; thence North 28° 45' 24" West, along said right of way line, 1029.75 feet; thence South 61° 14' 36" West 50.00 feet; thence North 28° 45' 24" West, 655.60 feet; thence along the arc of a 5629.65 foot radius curve to the left (delta equals 01° 10' 05"), 114.77 feet to the South line of a drainage easement; thence South 57° 42' West along the South line of said drainage easement, 275.64 feet, more or less, to a point on the mean high water line of the left bank of Lost River; thence Southeast along said mean high water line to a point on the South line of said Section 27; thence South 89° 38' 24" East, along said South line 751.73 feet, more or less, to the point of beginning.

Section 28: Government Lot 4

EXCEPTING FROM the above-described lands, Right of Way for Great Northern Railroad as set out in Transcript of Decree dated June 6, 1931, recorded November 2, 1931 in Volume 96, Page 246 Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion lying within public roads and highways and within the USBR canals and drains.

PARCEL 2:

Lot 5, Section 21 in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPT the USBR "G" Canal.

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:

A 60 foot wide easement along fence for Ingress and egress. This easement is to widen the existing easement granted by Warranty Deed recorded March 3, 2006 in Volume M06 page 03990 Microfilm records of Klamath County, Oregon.

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 easement is described as follows.

See exhibit "A" 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 []% and the second party responsible for [100]%.(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.

Marja A. Hill
Marja A. Hill



FIRST PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledge before me on November 10, 2008,

By Marja A. Hill
This instrument was acknowledge before me on []

By []
As []
Of []

Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/2011

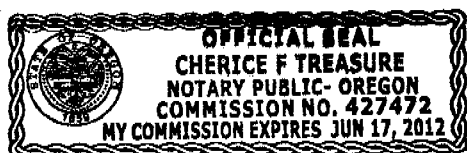
W. C. Ranch, Inc., an Oregon corporation

SECOND PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledge before me on November 5, 2008,

By []
This instrument was acknowledge before me on November 5, 2008,

By John W. Day
As Secretary
Of W.C. Ranch, Inc., an Oregon corporation



Cherice F. Treasure
Notary Public for Oregon
My commission expires 6/17/2012

EXHIBIT "A"

Description for Easement Along Fence

A strip of land 60.00 feet in width situated in the SE¼ of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County Oregon, being 15.00 feet on the easterly and southerly side and 45.00 feet on the northerly and westerly side of the following described line:

Beginning at a point on the northeasterly line of the Burlington Northern Railroad right of way, from which the northeast corner of said Section 21 bears North 24°09'06" East 3809.86 feet; thence North 47°42'33" East 17.23 feet; thence 55.36 feet along the arc of a curve to the right having a radius of 75.00 feet, the long chord of which bears North 68°51'16" East 54.11 feet; thence South 90°00'00" East 94.93 feet; thence 116.90 feet along the arc of a curve to the left having a radius of 75.00 feet, the long chord of which bears North 45°20'44" East 105.42 feet; thence North 00°41'29" East 476.70 feet, more or less, to the end of the strip on the southwesterly line of Hill Road; the sidelines of said strip to be extended or shortened to be continuous and to terminate on the beginning and ending lines.

1179-08

Oct. 13, 2008