

2012-003713

Klamath County, Oregon



00116458201200037130050059

04/10/2012 11:00:26 AM

Fee: \$57.00

RECORDING COVER SHEET

ORS 205.234

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

1. AFTER RECORDING RETURN TO -

Required by ORS 205.180(4) &
205.238:

**Brandsness, Brandsness & Rudd
411 Pine Street
Klamath Falls, OR 97601**

2. TITLE(S) OF THE TRANSACTION(S) - Required by ORS 205.234(1)(a)

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

Easement

3. DIRECT PARTY / GRANTOR and Address - Required by ORS 234(1)(b)

Klamath County

Grantor's Address:

**305 Main Street
Klamath Falls, OR 97601**

4. INDIRECT PARTY / GRANTEE and Address - Required by ORS 234(1)(b)

Robert N. Latzy, Trustee

Robert and Pauline Latzy Living Trust Agreement

Grantee's Address:

**1819 Harvard Drive
Alameda, CA 94501**

- 5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:**

**UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING
ADDRESS:**

**Latzy Trust
1819 Harvard Drive
Alameda, CA 94501**

6. TRUE AND ACTUAL

CONSIDERATION - Required by
ORS 93.030 for an instrument
conveying or contracting to convey
fee title or any memorandum of
such instrument:

\$

**7. TAX ACCOUNT NUMBER OF THE PROPERTY, IF THE INSTRUMENT CREATES A
LIEN OR OTHER INTEREST THAT COULD BE SUBJECT TO TAX FORECLOSURE -**

Required by ORS 312.125(4)(b)(B):

RETURN TO:
Brandsness, Brandsness &
Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

EASEMENT

THIS AGREEMENT made and entered into this 17th day of January, 2012, by Klamath County (hereafter Grantor).

W I T N E S S E T H

WHEREAS, Grantor is the record owner of real property in Klamath County, State of Oregon, described as follows:

Beginning at an iron pin which is on the West right of way line of the County Road and which lies West along the Section line a distance of 143.5 feet from the 1/4 Stone which marks the 1/4 corner common to Section 27 and 34 Twp. 40 S., R.12 E.W.M., Klamath County, Oregon and running thence continuing West along the Section line a distance of 846.5 feet to the SE corner of the W1/2 SW 1/4 SE 1/4 SW 1/4 of Sec. 27; thence North along the east line of the W 1/2 SW 1/4 SE 1/4 SW 1/4 a distance of 660 feet to an iron pin; thence the following courses above the fire road:

North 38 degrees, 58 minutes East 297 feet to an iron pin, South 88 degrees, no minutes East 284 feet to an iron pin, South 69 degrees, 44 minutes East 164 feet to an iron pin, South 74 degrees, 32 minutes East 260 feet to an iron pin, South 75 degrees, no minutes East 149.5 feet to a point on the Westerly right of way line of the county Road; thence South 41 degrees, 35 minutes West along the right of way line a distance of 272.6 feet to a point; thence South no degrees, 42 minutes West along the County road right of way line a distance of 519 feet more or less to the point of beginning; said Tract containing 16.11 acres more or less in the SE 1/4 SW 1/4 of said Section 27, Twp. 40 S., R. 12 E.W.M. Klamath County, Oregon.

and has the unrestricted right to grant the easement hereinafter described relative to said real properties.

Grantor conveys for the benefit of the real property owned by Robert N. Latzy, as sole surviving Trustee of the Robert and Pauline Latzy Living Trust Agreement executed on July 20, 1992 (hereafter "Latzy Property") more particularly described as follows:

Parcel 1. NW 1/4 SE 1/4, Section 21, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 2. SW 1/4 NW 1/4 Section 27, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

a perpetual non-exclusive easement across the property of the Grantors, the easement being more particularly described in the attached Exhibit "A" and

shown on the map attached as Exhibit "B," subject to the terms stated hereafter.

The terms of this easement are as follows:

1. The use of the easement shall be limited to residential road purposes only for access to the Latzy Property and in conjunction with such use, Grantees may construct, reconstruct, maintain and repair the road thereon.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantors may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' rights of use shall be dominant.

3. Grantees, as owners of the benefited real property, and users shall indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees and Grantees' guests, invitees and assigns, assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the Latzy Property described herein.

6. Except as otherwise set forth herein, the use, maintenance, and ownership of the easement shall be pursuant to law, including but not limited to ORS 105.170 to 105.185 pertaining to maintenance of the easement; however, Grantor shall not be liable for any maintenance of the easement.

7. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

8. This easement is granted subject to all prior easements or encumbrances of record.

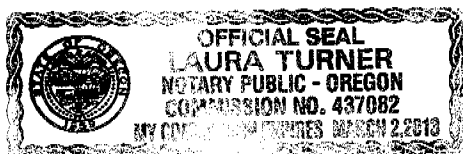
IN WITNESS THEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

KLAMATH COUNTY

By *[Signature]*
Chairperson
Klamath County Board of Commissioners

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 17th day of January, 2012 the above-named Dennis Linthicum as Chairperson of the Klamath County Board of Commissioners, and acknowledged the foregoing instrument to be its voluntary act and deed.



L Turner / Laura Turner
Notary Public for Oregon
My Commission expires: March 2, 2013

Exhibit "A"

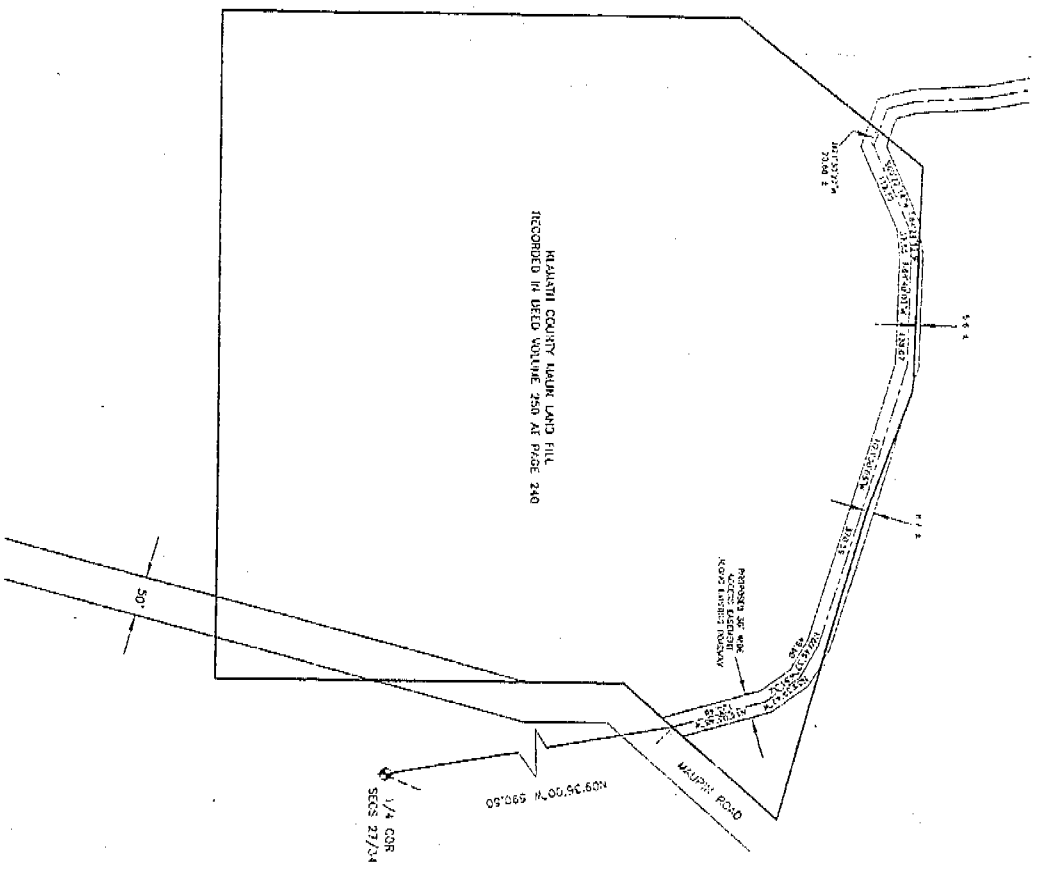
Legal Description
of the
Centerline of a 30' Wide Access Easement

Being situated in the SE1/4 SW1/4 of section 27, T40S, R12EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the easterly boundary of the property described in deed volume 250 at page 240 deed records of Klamath County, Oregon, from which the 1/4 corner common to sections 27 and 34, T40S, R12EWM, bears S09°36'00"E 590.50 feet, thence along the centerline of an existing roadway N16°03'48"W 123.46 feet, thence N36°39'47''W 51.32 feet, thence N60°46'37"W 48.60 feet, thence N73°30'06"W 370.59 feet, thence N88°40'03"W 138.07 feet, thence S84°21'12"W 37.55 feet, thence S66°22'14"W 112.89 feet, thence N71°30'27"W 20.68 feet more or less to a point on the northwesterly boundary of the said property described in deed volume 250 at page 240 with bearings based on R.O.S. 4668 on file at the office of the Klamath County Surveyor.

MAP OF PROPOSED ACCESS EASEMENT

SHARED BY THE S1/4, S1/4, S1/4, S1/4 OF SECTION 27, T20S, R122E, W4E, OREGON
JAN. 2018



NOTE:
THE PROPERTY OF THIS MAP IS TO SHOW THE PROPOSED ACCESS EASEMENT. THE PROPERTY IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION OF THE PROPERTY. THE PROPERTY IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION OF THE PROPERTY. THE PROPERTY IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE LOCATION OF THE PROPERTY.

TRU SURVEYING INC. LINE
2333 SWANERS LANE
WILMATH FALLS, OREGON 97603

REGISTERED
PROFESSIONAL
LAND SURVEYOR
JOHN M. HEATON
JANUARY 2008
728143
EXPIRATION DATE: 6-30-11

SCALE
M.T.S.
N