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01/16/2018 03:59:42 PM

Fee: \$72.00

AFTER RECORDING RETURN TO:**JAMES J. STOUT, P.C.**Attorney at Law
419 South Oakdale
Medford, OR 97501**TERMINATION OF EASEMENT**

THIS AGREEMENT IS MADE by Eric Brian Ritchey, hereinafter "**Ritchey**". The effective date of this agreement shall be the date of recording.

RECITALS:

WHEREAS, Ritchey owns certain real property located in Klamath County, Oregon, known as Lots 1-3 of Block 3 Arrowhead Village Subdivision and Tax Lots 400, 500 and 600, Block 1 Arrowhead Village Subdivision, with the legal description as follows:

(tSee Exhibit "1" attached hereto and by this reference incorporated herein). The legal description for Tax Lot 600 has been omitted from the legal description, as Tax Lot 600 is not effected by the easements below.

WHEREAS, In the past, various easements have been granted across Tax Lots 400 and/or 500, Block 1, for the benefit of Lot 3, Block 3 Arrowhead Village Subdivision. Said easements are attached hereto as Exhibits "2" and "3" and by this reference incorporated herein.

WHEREAS, Ritchey now owns both the dominant and servient estates concerning said easements.


WHEREAS, Ritchey desires to terminate said easements, either by operation of law, merger or specific termination.

NOW, THEREFORE, Ritchey hereby terminates the easements as follows:

1. The easement set forth in Exhibit "2", attached hereto and by this reference incorporated herein, and recorded in the official records of Klamath County, Oregon, as Vol M 82, page 7438, is hereby terminated, as to Lot 3, Block 3, Arrowhead Village Subdivision, as shall be of no further force nor effect.

2. The easement set forth in Exhibit "3", attached hereto and by this reference incorporated herein, and recorded in the official records of Klamath County, Oregon, as Vol M 67, page 8360, is hereby terminated, as to any Lots or Tax Lots owned by Ritchey, set forth in the recitals above, as of the date of recording.

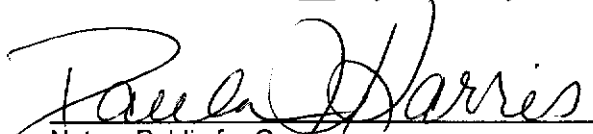
IN WITNESS WHEREOF, Ritchey has hereunto set his hand this __ day of January 2018.



Eric Brian Ritchey

STATE OF OREGON)
)ss.
County of Klamath)

Personally appeared the within named Eric Brian Ritchey and acknowledged the foregoing instrument to be their voluntary act and deed. Before me this 16th day of January, 2018.



Notary Public for Oregon
My Commission Expires: Dec 8, 2020



EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1:

A parcel of land situated in Lot 1 in Block 1 of Arrowhead Village according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of said Lot 1; thence North 14°21' East 149.846 feet along the West line of said lot; thence South 65°51' East 26.22 feet to intersection with the East line of said lot; thence South 16°31' West 39.03 feet along said East line; thence continuing along said East lot line 2°11'45" West 117.5 feet, more or less, to the Southeast corner thereof; thence North 65°51' West 49.83 feet along the Southerly line of said lot to the true point of beginning.

Together with that portion of the Easterly one-half of vacated Pushkin Street which, inures by law thereto.

Parcel 2:

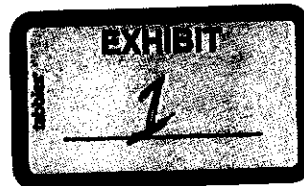
Lot 1 Block 3 of Arrowhead Village, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Parcel 3:

Lot 2 Block 3 of Arrowhead Village, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Parcel 4:

Lot 3 Block 3 of Arrowhead Village, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.



12658

CORRECTION EASEMENT

WALLACE W. WATKINS and DORA LAVONNE WATKINS,
 husband and wife, hereinafter called "grantors", for the consideration
 hereinafter stated, paid to grantors by HAROLD A. RICKS and CRYSTAL
 RICKS, husband and wife, hereinafter called "grantees", do hereby grant
 and convey to grantees an easement ten (10) feet wide from Pushkin Street,
 across the northermost portion of grantees' property hereinafter described,
 to Upper Klamath Lake.

The purpose of said easement is to create access for foot and
 vehicular traffic necessary for hunting, fishing and other recreation on
 Upper Klamath Lake, including the movement of boats and other aquatic
 equipment and to permit grantees to construct a dock for the sole use of
 grantees.

Grantees are the purchasers of lots 3 and 4 in Block 3 of Arrowhead
 Village Subdivision located in Section 2, Township 36 South, Range 6 East,
 Willamette Meridian, Klamath County, Oregon, and said easement shall
 be appurtenant thereto.

Said easement is over and across the following described real property
 owned by grantors, situated in Lot 1, Block 1 of Arrowhead Village Sub-
 division as recorded in the records of Klamath County, Oregon, to wit:

Commencing at a point on the West line of said Lot 1, said point bears
 North $14^{\circ} 21'$ East 74.923 feet from the Southwest Corner of said Lot;
 thence continuing along the West line of said Lot North $14^{\circ} 21'$ East
 74.923 feet; thence South $65^{\circ} 51'$ East 26.22 feet to intersect the East
 line of said Lot; thence South $16^{\circ} 31'$ West 39.03 feet along said East
 Lot line; thence continuing along said lot line South $2^{\circ} 11' 45''$ West
 37.90 feet; thence North $65^{\circ} 51'$ West 32.82 feet to the point of
 beginning.

Interior 74.923 feet of Southeasterly 224.77 feet of Lot 1, Block 1,
 Arrowhead Village Subdivision.

Note - This easement given to correct the description on Easement given
 May, 1970.

1 - Easement

Dora P. Watkins
 2296 Corona
 Medford, Or

EXHIBIT

2-1

TO HAVE AND TO HOLD the above described and granted premises unto grantees and their successors and assigns forever for joint usage.

Grantors hereby covenant to and with grantees and their successors and assigns that grantors are lawfully seized in fee simple of the property which is the subject of this easement and grantors will warrant and forever defend said easement against the lawful claims and demands of all persons whosoever.

Grantors further covenant to and with grantees that grantors will not take any action to vacate Pushkin Street and will advise grantee if any action is commenced for said vacation.

The true and actual consideration paid for this transfer stated in terms of dollars is none. The consideration is the purchase by grantees of property from Frank E. Fleet and Anna Belle Fleet by contract upon grantors' representation that said easement would be granted and conveyed to allow grantees access to Klamath Lake.

IN WITNESS WHEREOF, grantors have executed this instrument this 11th day of June, 1982.

Wallace W. Watkins
Wallace W. Watkins

Dora LaVonne Watkins
Dora LaVonne Watkins

STATE OF OREGON)
County of Jackson) ss.

On this 11th day of June, 1982, personally appeared the within named WALLACE W. WATKINS and DORA LAVONNE WATKINS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:

Brenda C. Greb
Notary Public for Oregon
My commission expires: 4/16/83

Brenda C. Greb
BRENDA C. GREB
NOTARY PUBLIC - OREGON
My Commission Expires 4/16/83

2. Easement
STATE OF OREGON: COUNTY OF KLAMATH; ss
I hereby certify that the within instrument was received and filed for record on the 11 day of June A.D., 19 82 at 4:11 o'clock P M and duly recorded in Vol. M 82 of Deeds on page 7438

FEE \$8.00

EVELYN BIRCH, COUNTY CLERK
by Evelyn Birch Deputy

3-11

6860

Severability: Invalidity of any of these covenants shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Enforcement: The foregoing conditions and restrictions shall bind and enure to the benefit of, and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors or assigns; and a failure, either by the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

Attorney fees: Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure as to do, then, whether said suit be reduced to decree or not, the owner seeking to enforce or to restrain any such violation shall be entitled to have and recover from such defendant or defendants, in addition to the costs and disbursements allowed by law, such sum as the court may adjudge reasonable as an attorney fee in such suit or action.

STATE OF OREGON)
(County of Clatsop)

Filed for record at request of

Frank Fleet

on 26th day of October, A.D. 1962

12-50 Clatsop Co. and Clatsop

County of Clatsop, Oregon

Page 2360

RECEIVED OCT 31 1962

Per J. CO.

Return to Frank Fleet
1830 Commercial
Elsieville Falls, Oregon

EXHIBIT

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