

2024-004586

Klamath County, Oregon



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06/06/2024 03:16:34 PM

Fee: \$97.00

AFTER RECORDING RETURN TO:

Nathan J. Ratliff
Parks & Ratliff, P.C.
620 Main Street
Klamath Falls, OR 97601

BETWEEN:

Whiskey Creek Timber Company,
an Oregon Corporation
4764 Glenwood Drive
Klamath Falls, OR 97603

AND

Erick Vianey Castillo Vasquez
23663 Hoag Road
Corning, CA 96021

EASEMENT

THIS AGREEMENT, effective for all purposes as of January 5, 2024, is by and between ERICK VIANEY CASTILLO VASQUEZ, hereinafter referred to as "First Party," and WHISKEY CREEK TIMBER COMPANY, an Oregon Corporation, hereinafter referred to as "Second Party;

WITNESSETH:

WHEREAS, the First Party is the record owner of the following describe ed real property in Klamath County, State of Oregon, hereinafter "Parcel A": to-wit:

SW¼ of the SW¼ of the SE¼ of Section 20, Township 36 South, Range 10 East
of the Willamette Meridian, Klamath County, Oregon

Property ID No.: 696107
Map Tax Lot No.: 3610-02000-01400

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, hereinafter "Parcel B," to-wit:

South half of the Southwest quarter, Section 20, Township 36 South, Range 20
East of the Willamette Meridian, In the County of Klamath, State of Oregon.

EXCEPTING THEREFROM that portion conveyed to O.C. & E. Railroad
Company, by deed dated June 8, 1954, recorded June 10, 1954 in book 267 at
page 336, deed records.

Property ID No.: 324642
Map Tax Lot No.: 3610-02000-01200

NOW, THEREFORE, in view of the premises and for good and valuable consideration, it is
agreed that:

///

The First Party hereby grants, assigns, and sets over to the Second Party an easement, to-wit:

A strip of land 50 feet in width, running in a generally North-South direction lying east of , and adjoining and parallel to, the west boundary, of the SW¼ of the SW¼ of the SE¼ of Section 20, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Second Party shall have all rights of ingress and egress over and across said easement, 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, First Party shall have the full use and control of the above-described property identified as Parcel A.

Second Party agrees to save and hold First Party harmless from any and all claims of third parties arising from Second Party's use of the rights herein granted.

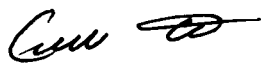
This easement shall be a perpetual, non-exclusive, and permanent easement and shall run with the land.

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 both parties, share and share alike.

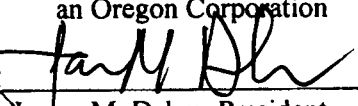
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

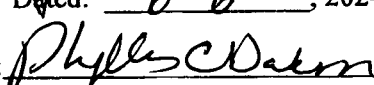
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the dates set forth hereunder.



Erick Vianey Castillo Vasquez
Dated: 30-05, 2024

WHISKEY CREEK TIMBER COMPANY,
an Oregon Corporation
By: 

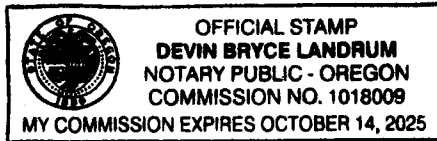
James M. Dahm, President
Dated: 6-6, 2024
By: 

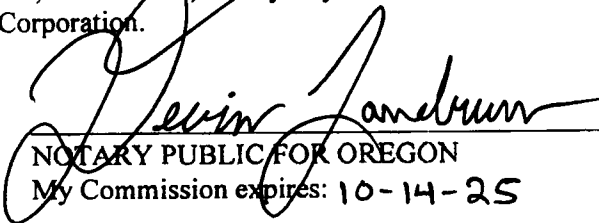
Phyllis C. Dahm, Secretary
Dated: 6, 6, 2024

(California notarial certificate for First Party is attached hereto and incorporated herein by reference; acknowledgment for Second Party appears on page 3.)

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING EASEMENT was acknowledged before me this 6th day of June, 2024, by James M. Dahm, as President, and by Phyllis C. Dahm, as Secretary of Whiskey Creek Timber Company, an Oregon Corporation.




NOTARY PUBLIC FOR OREGON
My Commission expires: 10-14-25

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Tehama

On May 30, 2024 before me, Rosalba Rivera, Notary Public
(insert name and title of the officer)

personally appeared Erick Vianey Castillo Jazquez,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/are
subscribed to the within instrument and acknowledged to me that ~~he~~she/they executed the same in
~~his~~her/their authorized capacity~~(ies)~~, and that by ~~his~~her/their signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

