

2025-000473

Klamath County, Oregon

Returned at Counter



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01/23/2025 12:10:38 PM

Fee: \$97.00

After recording, return to:

**Dan and Laury Cron
31401 Horsefly Lane
Bonanza, OR 97623**

Until requested otherwise,
send all tax statements to:

**Dan and Susan Marquess
P.O. Box 1967
Bandon, OR 97411**

[Space reserved for recorder's use]

E A S E M E N T

THIS AGREEMENT dated January 31, 2025, between Dan W. and Susan E. Marquess, Trustees (grantor), and Danny L. and Laurita L. Cron (grantee), establishes an easement as follows:

WHEREAS: Grantor is the record owner of the real property in Klamath County, Oregon (grantor's) property is legally described as follows:

All that portion of the SE1/4 SE1/4 of Section 4, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Westerly of the centerline of an existing road, said tract of land described as follows:

Beginning at a point on the North line of SE1/4 SE1/4 and the centerline of said existing road, from which the Southeast corner of said Section 4 is South 21 degrees 43'30" East 701.00 feet and South 38 degrees 01'20" East 807.44 feet; thence Westerly to the Northwest corner of said SE1/4 SE1/4; thence Southerly to the Southwest corner of said SE1/4 SE1/4; thence Easterly along the South line of said Section 4 to a point on the centerline of said existing road; said point being Westerly 11 feet, more or less, from the Southeast corner of said Section 4; thence Northwesterly along the centerline of said existing road to the point of beginning, with bearings based on Survey No. 1547 as recorded in the office of Klamath County Surveyor.

AKA T39S R11E S4 T.L. 1500

And grantee is the record owner of the real property in Klamath County, Oregon, (grantee's property) legally described as follows:

The SE1/4 SE1/4 of Section 4, Township 39 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the following: Beginning at a point on the North line of the said SE1/4 SE1/4 and the centerline of an existing road, from which the Southeast corner of said Section 4 is South 21 degrees 43'30" East 701.00 feet and South 38 degrees 01'20" East 807.44 feet; thence Westerly to the Northwest corner of said SE1/4 SE1/4; thence Southerly to the Southwest corner of said SE1/4 SE1/4; thence Easterly along the South Line of said Section 4 to a point on the centerline of said existing road; said point being Westerly 11 feet, more or less, from the Southeast corner of said Section 4; thence Northwesterly along the centerline of said existing road to the point of beginning, with bearings based on Survey No. 1547 as recorded in the office of Klamath County Surveyor.

AKA T39S R11E S4 T.L. 1400

And grantee has requested from grantor an easement which grantor has an unrestricted right to grant. In consideration of \$1.00 (one dollar), paid by grantee to grantor, the receipt of which is acknowledged by grantor.

Grantor hereby grants to grantee a private and exclusive easement across the following described portion of grantor's property, for the following described benefits of grantee's property:

LEGAL DESCRIPTION OF EASEMENT:

A portion of grantor's property being located in the SE1/4 of the SE1/4 of Section 4 of Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southeast corner of said Section 4; thence North 51 degrees 02'00" West a distance of 329.69 feet to the corner of an existing old fence which point marks the True Point of Beginning of the herein described easement; thence South 21 degrees 51'33" West along said old fence and the projection of said old fence to the South line of the SE1/4 of the SE1/4 of said section 4; thence Easterly along said South line to the centerline of an existing road as per existing deeds; thence Northwesterly along said road centerline to a point that bears North 21 degrees 51'33" East of the True Point of Beginning; thence South 21 degrees 51'33" West to the True Point of Beginning. EXCEPTING THEREFROM all of the above described portion of grantor's property that lies within the existing road.

PURPOSE OF THE EASEMENT:

An exclusive right of useage with the right to fence with the following conditions:

- 1.) Right to graze – not to be used to leave animals for long periods of time or supplemental feeding while grazing unless written approval by grantors or grantor's heirs.
- 2.) No structures, no signage, no parking or storing anything, no littering or dumping anything unless written approval by grantors or grantor's heirs.
- 3.) Trimming of trees and brush is allowed, however no trees over 5" in diameter shall be cut without written approval by grantors or grantor's heirs.
- 4.) Does not alter or extinguish any existing road right of useage easements.

Grantee agrees to save and hold grantor harmless from any and all claims of third parties arising from grantee's use of the right herein granted.

The period of this easement shall be perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

Any violation of the above conditions will result in the cancellation of the exclusive right of useage. Prior to cancellation grantor or grantor's heirs shall give the grantee or grantee's heirs written notification of the violation and the grantee shall have 48 hours to correct to meet the above conditions.

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 shall be the responsibility of grantee.

This instrument shall bind and inure to the benefit of, unless otherwise limited above, the parties' respective heirs, successors and assigns.

In construing this instrument, where the context so requires, the singular includes the plural, and the language will be read to apply equally to businesses, other entities and to individuals.

The parties have executed this instrument on the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

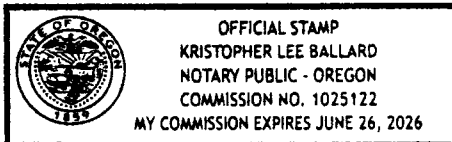
Dan W. Marquess Trustee
Dan W. Marquess, Trustee (grantor)

Susan E. Marquess, Trustee
Susan E. Marquess, Trustee (grantor)

STATE OF OREGON, County of COOS

This record was acknowledged before me on January 16th, 2025

by Dan W. Marquess & Susan E. Marquess



Kristopher Lee Ballard
Notary Public for Oregon

My commission expires: June 26, 2026

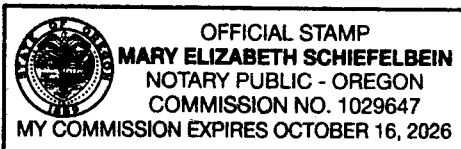
Danny L. Cron
Danny L. Cron (grantee)

Laurita L. Cron
Laurita L. Cron (grantee)

STATE OF OREGON, County of Klamath

This record was acknowledged before me on 1-23-25

by Danny L. Cron & Laurita L. Cron



Mary Elizabeth Schiefelbein
Notary Public for Oregon

My commission expires: 10-16-26