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#18403-K

When recorded mail to:

Mountain Title Company

Vol. 1987 Page 14627

# AGREEMENT AND GRANT OF EASEMENT FOR PRIVATE DRIVEWAY

THIS AGREEMENT AND GRANT OF EASEMENT consisting of two pages and a plat map is made and entered into by and between Randy D. Bocchi and Suzanne Bocchi, hereinafter called Grantor and Clifford Snyder, hereinafter called Grantee. Grantor hereby grants unto Grantee, its successors and assigns forever, a non-exclusive easement to use, maintain and repair a private driveway upon, over and across that certain real property in the County of Klamath, State of Oregon, described as follows:

A strip of land of the uniform width of 12 feet parallel to the south line of Section 35, a distance of 95.26 feet from the east line of Section 35, all along the south boundary of the lands of the Grantor as indicated on the attached plat that becomes a part of this agreement and Grant of Easement.

AUG 14 AM 10 22

THE PROVISIONS ON PAGE TWO AND THE PLAT MAP CONSTITUTE A PART OF THIS AGREEMENT

GRANTOR: RANDY D. &amp; SUZANNE BOCCHI

GRANTEE: CLIFFORD SNYDER

DATED 8-10-87

DATED AUG 10, 1987

BY Randy D. Bocchi

BY Clifford Snyder

BY Suzanne Bocchi

Subscribed and sworn to before me this 10th day of August, 1987,  
by the above parties.

Maryann Curran  
Notary Public for Oregon  
My Commission Expires: 11-20-89

## AGREEMENT AND GRANT OF EASEMENT FOR PRIVATE DRIVEWAY - BOCCHI TO SNYDER

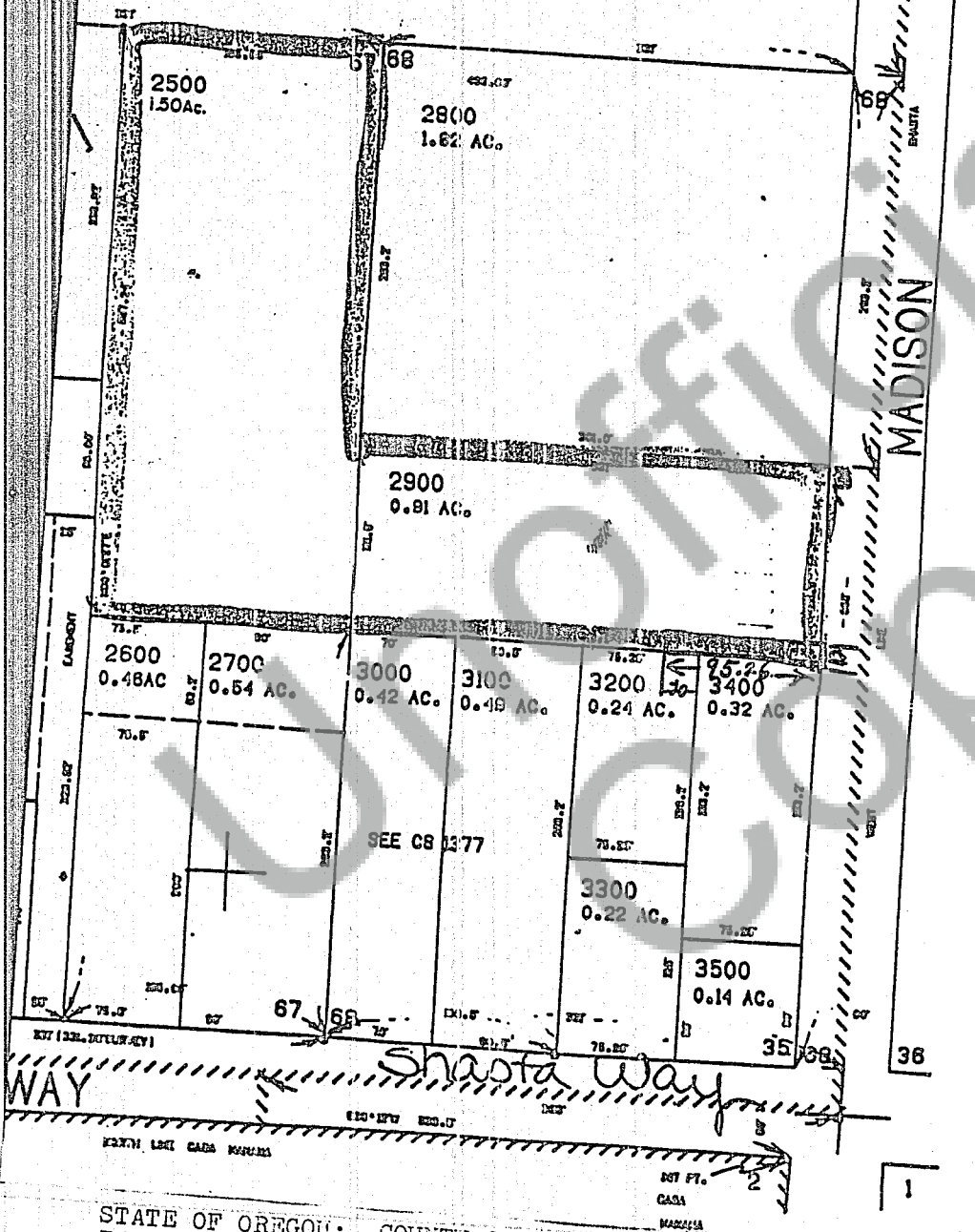
PROVIDED, this Grant of Easement is subject to the following terms and conditions:

1. This Grant is subject to existing contracts, leases, licenses, easements, encumbrances, and claims which may affect said property and the use of the word "Grant" herein shall not be construed as a covenant against the existence of any thereof.
2. Grantee waives all claims against Grantor, Successors, Assigns, Tenants, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this Easement, and Grantee agrees to save harmless, indemnify, and defend Grantor, Successors, Assigns, Tenants, agents, and employees, from any and all loss, damage or liability which may be suffered or incurred by Grantor, Successors, Assigns, Tenants, agents, and employees caused by, arising out of, or in any way connected with exercise by Grantee of the rights hereby granted, except those arising out of the sole negligence of Grantor.
3. Grantor reserves the right to use said real property in any manner, provided such use does not unreasonably interfere with Grantee's rights hereunder.
4. Grantor reserves the right to remove and relocate all improvements upon said real property, upon determination by Grantor that the same interfere with further development of Grantors property. Within 90 days after Grantors written notice to Grantee of removal and relocation of the improvements, Grantor may remove and relocate the improvements. Grantor shall furnish Grantee with an easement in such new location, on the same terms and conditions as herein stated, all without cost to Grantee, and Grantee thereupon shall reconvey to Grantor the easement herein granted.
5. This Easement shall terminate in the event Grantee fails for a continuous period of 12 months to use the Easement for the purposes herein granted. Upon such termination, Grantee shall forthwith upon service of written demand, deliver to Grantor a quitclaim deed, to its right, title and interest hereunder.
6. Grantee shall not call upon Grantor, nor shall Grantor have any responsibility to perform any maintenance work or to make any repairs or improvements on said driveway. If Grantee feels more maintenance or repair work is needed than is actually performed by Grantor, Grantee may perform such repairs or maintenance at Grantee's own expense with prior written approval of Grantor.
7. Grantee shall immediately repair any damage caused by Grantee, or its invitees, to the road surface, fences or other appurtenances of Grantor.
8. This Easement shall be used by Grantee only to provide an access driveway to that parcel of land conveyed to Grantee by document recorded April 29, 1980 in Book M-80 on Page 7909 of Official Records of Klamath County. Said access shall be further limited to serve one single-family residence as a passenger vehicle driveway for non-commercial purposes.



PLAT MAP  
TO  
AGREEMENT AND GRANT OF EASEMENT  
Bocchi - GRANTOR  
SNYDER - GRANTEE

14629



SEE MAP 38 09 36CC

202.000

STATE OF OREGON: COUNTY OF KLAMATH: ss  
I hereby certify that the within instrument was received and filed for  
record on the 14th day of August A.D., 1987 at 10:22 o'clock A.M.  
and duly recorded in Vol. M87, of Deeds on page 14627.

Fee: \$ 13.00

EVELYN BIEHN, COUNTY CLERK  
by: Ann Smith, Deputy