

NS 200 JUN 22 AM 11:22

MTC 51379-LW

Vol M00 Page 22714



EASEMENT

Between

HAROLD DEAN BRADY
REBECCA JEAN BRADY

And

STANLEY A. SCRIVNER
DIANA L. SCRIVNER

SPACE RESERVED
FOR
RECORDER'S USE

After recording, return to (Name, Address, Zip):

STANLEY SCRIVNER
P.O. Box 906
KLAMATH FALLS, ORE
97601

State of Oregon, County of Klamath
Recorded 06/22/00, at 11:22 a.m.
In Vol. M00 Page 22714
Linda Smith,
County Clerk Fee \$ 26⁰⁰

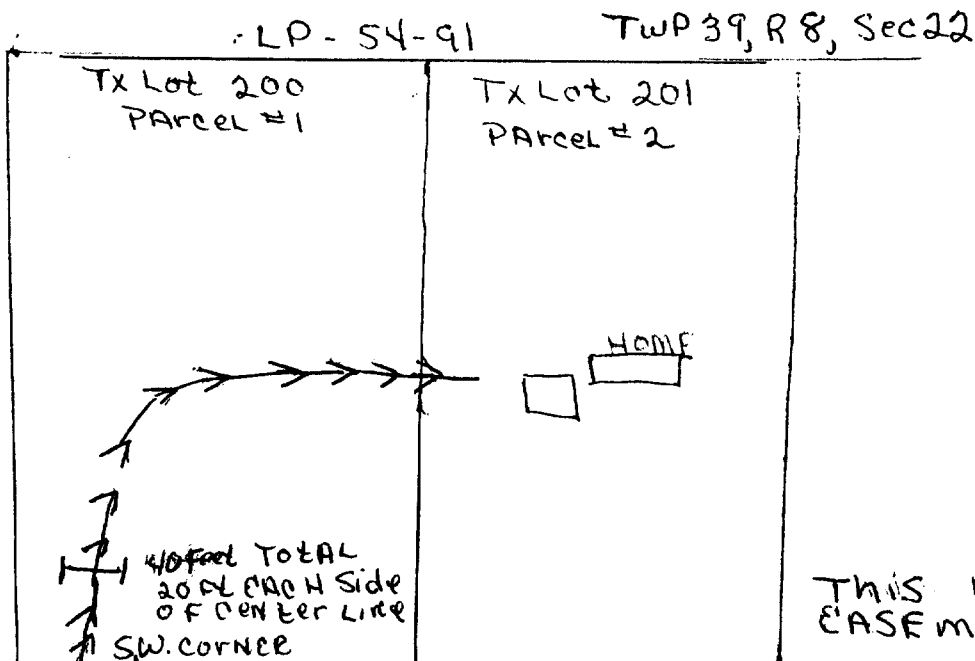
THIS AGREEMENT made and entered into this JUNE 21, 2000, by and between HAROLD DEAN AND REBECCA JEAN BRADY, hereinafter called the first party, and STANLEY AND DIANA SCRIVNER, hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in KLAMATH County, State of Oregon, to-wit: Town Ship 39, Range 8, Sec 22, Tract LP 54-91
Parcel #1 TAX Lot 200 consisting of 20 Acres. (PAT Drive)

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

NOW, THEREFORE, in view of the premises and in consideration of \$ 0 by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:



SVC S.A.S.
RAB
THIS IS A PERPETUAL
EASEMENT FOR THE

USE OF EXISTING DRIVEWAY STARTING AT SW CORNER OF PARCEL #1 LOT #200 OF LP 54-91 SEC 22, TWP 39, R 8 CONTINUING 1200 FEET TO HOME LOCATED ON PARCEL #2 OF LP 54-91 SEC 22, TWP 39, RANGE 8 LOT #201.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)



The second party shall have all rights of ingress and egress 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, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted. *Temporary Easement S.A.S. D.L.S.*

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

Easement is granted exclusively for the use of Stanley & Diana Scrivner. The easement will terminate upon them vacating the property.

*Stanley A. Scrivner Harold Dean Brady
Diana L. Scrivner Rebecca Jean Brady*

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

*Starting At S.W. corner of TX Lot 200 of LP 54-91
Continuing Approx 1200 Ft To TX Lot 201. Easement is 20 Ft
Either Side of center line of existing Road.*

and the second party's right of way shall be parallel with the center line and not more than 20 feet distant from either side thereof.

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 (check one): ☐ the first party; ☐ the second party; ☒ both parties, share and share alike; ☐ both parties, with the first party responsible for 50% and the second party responsible for 50%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

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.~~ *S.A.S. D.L.S.*

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

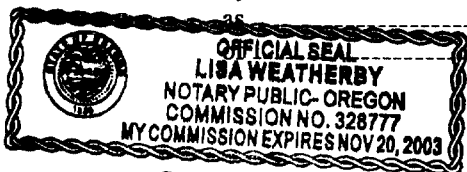
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

*Harold Dean Brady
Rebecca Jean Brady*
FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 21, 2003
by Harold Dean Brady and Rebecca Jean Brady

This instrument was acknowledged before me on _____, 19____,
by _____



Lisa Weatherby
Notary Public for Oregon
My commission expires 11/20/2003

*Stanley A. Scrivner
Diana L. Scrivner*
SECOND PARTY

STATE OF OREGON, County of Klamath ss.

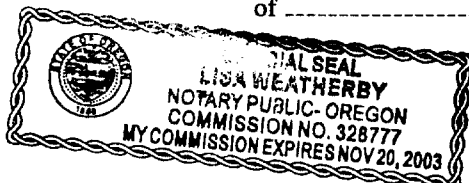
This instrument was acknowledged before me on June 21, 2003
by Stanley A. Scrivner and Diana L. Scrivner

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____



Lisa Weatherby
Notary Public for Oregon
My commission expires 11/20/2003