

91 MAY 4 PM 3:55

K-56888
EASEMENT

Between

Kimberly L. Anderson

And

Donna J. Gray aka Donna J. Schmerbach

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

SPACE RESERVED
FOR
RECORDER'S USEVol. MQ1 Page 20647

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

K56888

THIS AGREEMENT made and entered into this _____ day of May, 192001, by and between Kimberly L. Anderson hereinafter called the first party, and Donna J. Gray aka Donna J. Schmerbach 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:

Lot 9, Block 19, Klamath Falls First Addition, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

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 \$ none 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:

Over and across an existing driveway the average width of which is 12.5 feet.

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

(OVER)

K317



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.

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

See Exhibit A attached

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:

and the second party's right of way shall be parallel with the center line and not more than 6 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 _____% and the second party responsible for _____. (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.

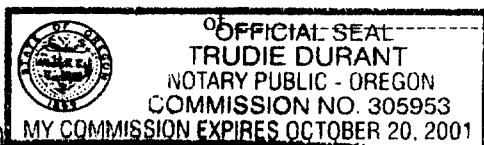
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

Kimberly L. Anderson
Kimberly L. Anderson

FIRST PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on May 2nd, 192001,
by Kimberly L. Anderson
This instrument was acknowledged before me on _____, 19____,
by _____
as _____

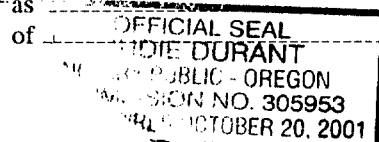


Trudie Durant
Notary Public for Oregon
My commission expires _____

Donna J. Schmerbach
Donna J. Gray aka Donna J. Schmerbach

SECOND PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on May 2nd, 192001,
by Donna J. Schmerbach aka Donna J. Gray
This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



Trudie Durant
Notary Public for Oregon
My commission expires _____

The purpose of this agreement is to formally establish and grant to all present and future property owners of 826 North 9th. Street benefit of a perpetual right of ingress and egress from Prospect Street to said address by means of the existent driveway which traverses property at 804 North 9th. Street. This document will be considered legal and binding as part of the sale conditions for 826 and 804 North 9th. Street and formalized at sale closure of those properties. It pertains to real property at 804 North 9th Street, situated on city lots 9 and 10 of Block 19, Klamath Falls First Addition and 826 North 9th. Street, situated on portions of lots 1 and 2 of Block 19 in Klamath Falls First Addition. Specifically concerning lot 9, the southernmost, or uphill lot, there has existed a driveway accessing 826 North 9th. for over 20 years. This driveway is located on lot 9 at an average distance of 16 feet from the side of the house at 804 North 9th. The average width of the driveway is 12.5 feet. The interests of this agreement pertain to the driveway described above.

Said right of ingress and egress and right of way shall be for the benefit and use of all present and future property owners, their heirs and assigns, along, upon and bordering the property described herein, and shall run with the land in which they have an interest, and that no party of interest shall install either a gate, chain, or other obstruction that will prevent or interfere with present or future parties from full use of the right of way hereby granted.

Conditions for the right of way shall be as follows:

This right of way is appurtenant to the real property of 804 North 9th. Street and as such, owners and residents of this property have full legal rights, responsibilities, use and control of the property, except as to the rights granted herein and specific to the right of way. Said persons are reserved the right to use this driveway for access but may not park vehicles on or along the driveway nor in any way block access to 826 North 9th.

As beneficiaries of this agreement, owners and residents of real property at 826 North 9th will maintain the right of way, keeping it graveled and free of water and snow. Said persons will not park or leave vehicles standing on any portion of the right of way situated on lot 9 and will maintain a rate of speed appropriate for a residential driveway when using the right of way.

This right of way is granted subject to all prior easements or encumbrances of record. This right of way shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors as well.

State of Oregon, County of Klamath
Recorded 05/04/01, at 3:55 p.m.
In Vol. M01 Page 20647
Linda Smith,
County Clerk Fee \$ 31⁰⁰



After recording return to:
John I. Blackwood
826 North 9th Street
Klamath Falls, OR 97601

Until a change is requested all tax statements

THIS SPACE RESERVED FOR RECORDER'S USE

Vol. M01 Page 20650

State of Oregon, County of Klamath
Recorded 05/04/01, at 3:55 p.m.
In Vol. M01 Page 20650
Linda Smith,
County Clerk Fee \$ 21⁰⁰

01 MAY 4 PM 3:55