

AFTER RECORDING, RETURN TO:

William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

State of Oregon, County of Klamath
Recorded 03/01/2002 3:19 p m.
Vol M02, Pg 12709-11
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

MTL SS 362-TM

EASEMENT

THIS EASEMENT is made this 27th day of December, 2001 by and between Max M. Benedict and Georgia Benedict, husband and wife, herein called "Benedicts," and Joseph Randall Jertberg and Laura Jean Murie Jertberg, husband and wife, herein called "Jertbergs."

WITNESSETH:

1. Benedicts are the owners of Parcel 1 of Klamath County Major Land Partition No. 79-32, which said parcel is located in the SW $\frac{1}{4}$ of Section 32, Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon.
2. The parties have executed and filed with Klamath County, Oregon Land Partition No. 41-01, whereby the parties have agreed to replat Parcels 1 and 2 of said Major Land Partition No. 79-32, so as to transfer from Benedicts to Jertbergs approximately 40 acres of said Parcel 1 of Land Partition No. 79-32, as shown on the plat of Land Partition No. 41-01.
3. Pursuant to the terms of the agreement between the parties, the Benedicts do hereby grant and convey to the Jertbergs a nonexclusive Easement 30 feet in width along the easterly and northerly boundary lines of said Parcel 1 of Minor Land Partition No. 79-32, commencing at that point where the 30 foot-wide easement described in Deed Volume 79 at Page 199242 of the Deed Records of Klamath County, Oregon crosses the easterly boundary of said Parcel 1, which said point is shown on the plat of said Land Partition No. 41-01. This Easement shall then continue north along and adjacent to the easterly boundary of said Parcel 1 to the center quarter corner of Section 32, and thence westerly along and adjacent to the northern boundary of said Parcel 1, 355.88 feet and thence south 64° 28' 45" west 129.33 feet, thence south 44° 28' 53" west 89.19 feet, thence south 20° 37' 36" west 126.21 feet, thence south 12° 53' 23" east 178.30 feet, and thence south 34° 34' 27" west 97.52 feet to the point where said road enters the land being conveyed from Benedicts to Jertbergs, and shown as the easterly boundary of Parcel 2 on Land Partition No. 41-01.
4. This grant of Easement shall run with the land and shall be binding and inure to the benefit of the Benedicts and the Jertbergs, their heirs, successors, and assigns, and any person who shall hereafter acquire title to the land of either party, including any future divisions of said land.

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5. The parties agree that the Easement herein created shall be maintained by the property owners served by the use of said Easement who shall share perpetually the cost of maintaining the roadway according to the number of residences benefitting from the roadway.

6. The Easement granted hereby may be used for ingress and egress to the land shown on Land Partition No. 41-01 and for such other uses, including, if reasonably necessary, the installation of utilities, so long as the use of the Easement does not unreasonably interfere with the use of the Benedicts' said land.

7. This Easement is granted subject to all prior easements and grants, which shall remain in full force and effect, except that the Jertbergs do hereby quitclaim and release all of their rights and interest arising from the Option, Easement, and Right of First Refusal set forth in the document recorded in Volume M92 at Page 4339 of the Deed Records of the Clerk of Klamath County, Oregon, it being the intent of the parties that this Easement does hereby replace the Easement set forth in said Option, Easement, and Right of First Refusal.

8. No party shall obstruct the use of the Easement by any other party, nor shall any party prevent or interfere with future parties' full use of the Easement hereby granted.

9. Jertbergs and all other persons using the Easement hereby created assume all risk arising out of their use of the Easement, and the Benedicts shall have no liability to the Jertbergs or others for any conditions arising therefrom.

This Easement agreement is made by the parties as of the date first herein written.

Max M. Benedict
Max M. Benedict

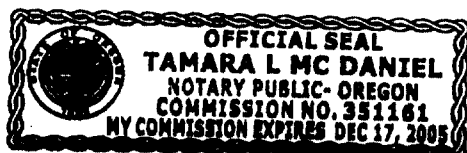
Joseph Randall Jertberg
Joseph Randall Jertberg

Georgia Benedict
Georgia Benedict

Laura Jean Marie Jertberg
Laura Jean Marie Jertberg

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on January 3, 2002 by Max M. Benedict.



Tamara L. McDaniel
Notary Public for Oregon
My Commission Expires: 12/17/05

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STATE OF OREGON, County of Klamath) ss.

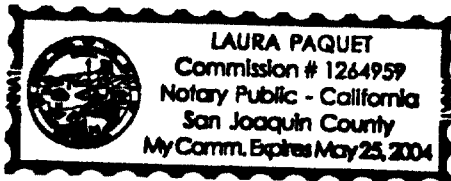
This instrument was acknowledged before me on January 3, 2002 by Georgia Benedict.



Tamara L. McDaniel
Notary Public for Oregon
My Commission Expires: 12/17/05

~~STATE OF OREGON, County of Klamath) ss.~~

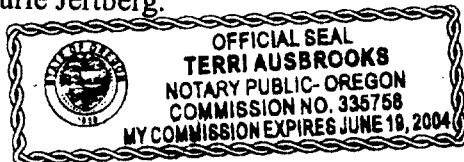
State of California
County of San Joaquin
This instrument was acknowledged before me on January 8, 2002 by Joseph Randall Jertberg.



Laura Paquet
Notary Public ~~for Oregon~~ *California*
My Commission Expires: May 25, 2004

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on January 7, 2002 by Laura Jean Murie Jertberg.



Terri Ausbrooks
Notary Public for Oregon
My Commission Expires: 6-19-04

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