

NN
02 MAY 29 PM 2:59

EASEMENT

Vol M02 Page 31588
STATE OF OREGON, } ss.



Between _____

And _____

After recording, return to (Name, Address, Zip):
Kris & Gayle Anderson
1239 Buck Island Rd
Klamath Falls, Oregon

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
 Recorded 05/29/2002 2:59 p. m.
 Vol M02, Pg 31588-91
 Linda Smith, County Clerk
 Fee \$ 36.00 # of Pgs 4 puty.

MFC 1396 - 3939

THIS AGREEMENT made and entered into on MAY 17, 2002, by and between SAMUEL T BENNETT hereinafter called the first party, and KRIS A ANDERSON AND GAYLE D ANDERSON, husband and wife, 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:

Lots 3 and 4 of Block 3 od TRACT 1091, LYNNWOOD ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of vacated Arrowhead Road which inurred thereto.

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 \$ 1.00 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:

An easement 20 feet in width over and across the Easterly 20 feet of Arrowhead Road adjacent to said Lots 3 and 4 and which is in the process of being vacated by the City of Klamath Falls . Said easement is appurtenant to the Southerly 80 feet of Lot 2 (measured along the East line of said lot) together with that portion of vacated Arrowhead Road which inurred thereto, and is for ingress and egress over the existing driveway. Upon the vacation of said Easterly 20 feet of Arrowhead Road the Second Parties will have ingress and egress to their parcel over that portion Arrowhead Road that will inure to the real property of the First Party.

See attached Exhibit "A" made a part hereof.

AMERITITLE has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

(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.

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

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 _____ 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 100%. (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.

See attached sheet
Samuel T Bennett

FIRST PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on May 2002,
 by Samuel T Bennett

This instrument was acknowledged before me on _____,
 by _____,
 as _____,
 of _____

Notary Public for Oregon

My commission expires _____

Kris A Anderson

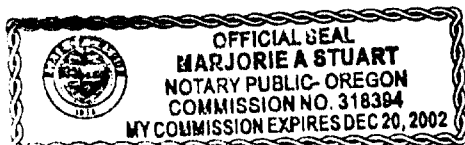
Gayle D Anderson

SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on May 17 2002,
 by Kris A Anderson and Gayle D Anderson

This instrument was acknowledged before me on _____,
 by _____,
 as _____,
 of _____



Mayson & Sons
 Notary Public for Oregon

My commission expires 12/20/02



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.

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Samuel T Bennett
Samuel T Bennett

FIRST PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on May 29th 2002
by Samuel T Bennett

This instrument was acknowledged before me on _____
by _____
as _____
of _____

Brian Phelps
Notary Public for Oregon
My commission expires 3-20-04

Kris A Anderson

Gayle D Anderson

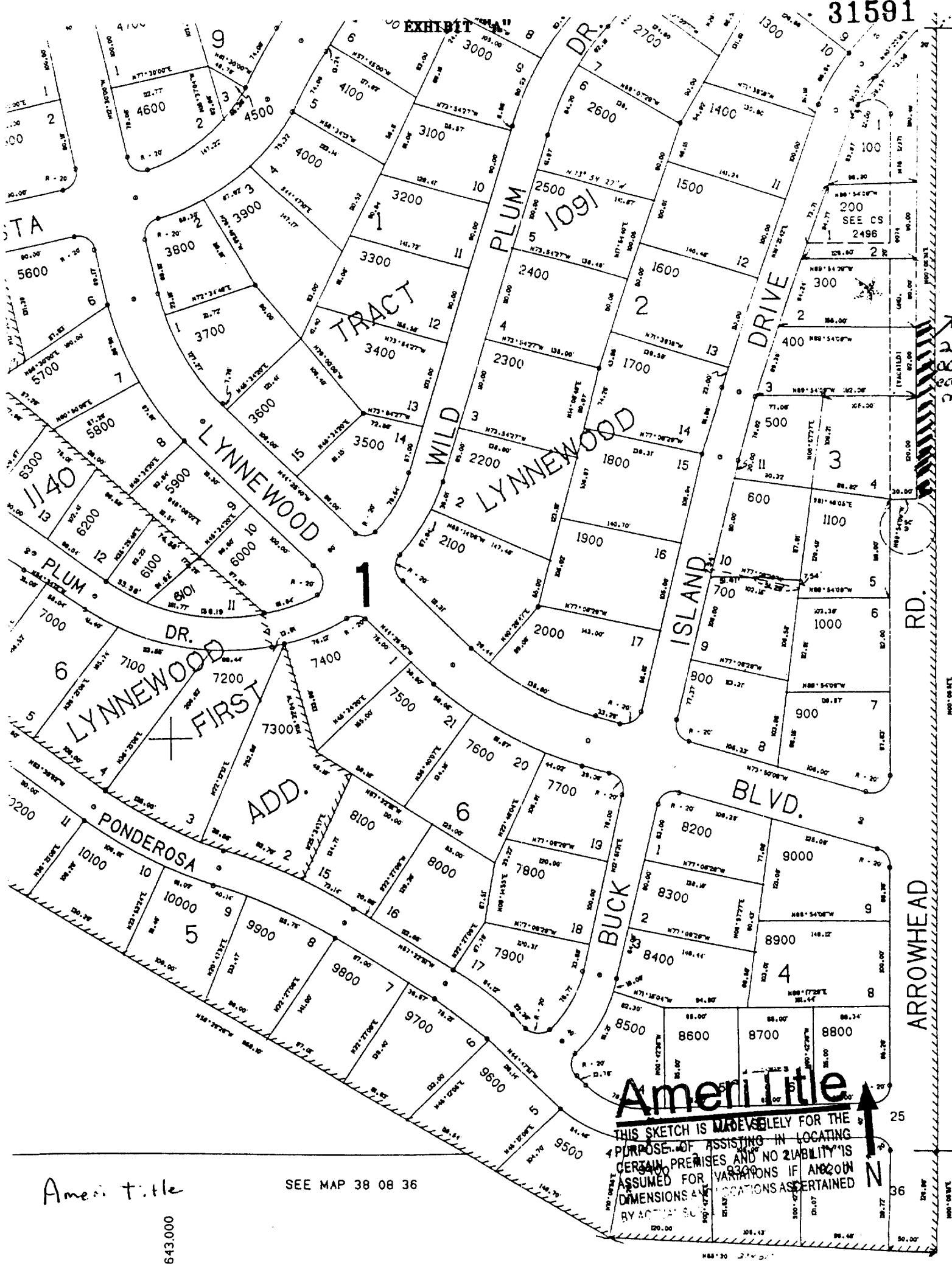
SECOND PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on May 2002
by Kris A Anderson and Gayle D Anderson

This instrument was acknowledged before me on _____
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____

EXHIBIT



SEE MAP 38 09 30

Ameri title

SEE MAP 38 08 36

Ameri Title
THIS SKETCH IS UNRELIABLE FOR THE
PURPOSE OF ASSISTING IN LOCATING
CERTAIN PREMISES AND NO LIABILITY IS
ASSUMED FOR VARIATIONS IN
DIMENSIONS & LOCATIONS ASCERTAINED
BY ACTUAL SURVEY

643,000

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