

NN

## EASEMENT

Vol M02 Page 45793  
STATE OF OREGON, } ss.

'02 AUG 14 PM3:13

Between

Devin T &amp; Karen A Walden

And

Gary Lee &amp; Ruth Ann Simmonds

SPACE RESERVED  
FOR  
RECORDER'S USE

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

State of Oregon, County of Klamath

Recorded 08/14/2002 3:13 P. m.Vol M02, Pg 45793-96

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4

puty.

mtz 5728-142

THIS AGREEMENT made and entered into on July 26, 2002, by and between Devin T & Karen A Walden, hereinafter called the first party, and Gary Lee & Ruth Ann Simmonds, 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 11, Block 12, Winema Gardens, 4th Addn, aka 1765 Dawn Drive, Klamath Falls, 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 \$ 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: approximately three feet wide strip of land running parallel to and along northern edge of their property at 1765 Dawn Drive, which is also the southern boundary of property known as sly 67, Lot 12, Block 12, Winema Gardens, 4th Addn, aka 1743 Dawn Drive, for the length of approximately thirty-five feet on an east-west axis as measured from front property lines on Dawn Drive.

The purpose of this Easement is to memorialize oral agreement which allowed owners of 1743 Dawn Drive, called the second party, to widen the paved driveway at 1743 Dawn Drive. This driveway has already been completed consistent with prior oral agreement.

(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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations: None

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:

N/A

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 \_\_\_\_\_. (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.

Devia T. Walden  
Karen A. Walden  
 FIRST PARTY



STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on July 29, 2002 ss.

by Devia T. Walden & Karen A. Walden

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Kristil Redd  
 Notary Public for Oregon  
 My commission expires 11/16/2003

① Gary Lee Simmonds  
 ② Ruth Ann Simmonds  
 SECOND PARTY

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on July 26, 2002 ss.

by Gary Lee Simmonds & Ruth Ann Simmonds

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Kristil Redd  
 Notary Public for Oregon  
 My commission expires 11/16/2003

EASEMENT

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The undersigned lenders of Lot 11, Block 12, Winema Gardens, 4<sup>th</sup> Addn, aka 1765 Dawn Drive, Klamath Falls, Oregon, in Klamath County, State of Oregon, fully agree and give their consent for this easement to wit: approximately three feet wide strip of land running parallel to and along northern edge of said property which is also the southern boundary of property known as sly 67, Lot 12, Block 12, Winema Gardens, 4<sup>th</sup> Addn, aka 1743 Dawn Drive, for the length of approximately thirty-five feet on an east-west axis as measured from front property lines on Dawn Drive.

**The LEROY LIES LOVING TRUST**

By: Leroy C. Lies, Trustee  
LEROY C. LIES

8/9/02  
Date

By: Ruth Ann Lies, Trustee  
RUTH ANN LIES

8/9/02  
Date

**The RUTH ANN LIES LOVING TRUST**

By: Ruth Ann Lies, Trustee  
RUTH ANN LIES

8/9/02  
Date

By: Leroy C. Lies, Trustee  
LEROY C. LIES

8/9/02  
Date

45796

**INDIVIDUAL ACKNOWLEDGMENT**

State/Commonwealth of WASHINGTON } ss.  
 County of CLARK

On this the 9 day of AUGUST, 2002, before  
Day Month Year

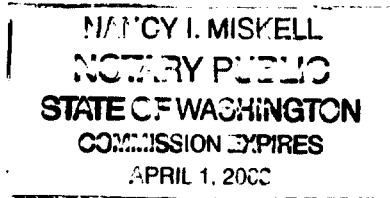
me, NANCY I. MISKELL, the undersigned Notary  
Name of Notary Public

Public, personally appeared LEROY LIES AND RUTH ANN LIES,  
Name(s) of Signer(s)

☐ personally known to me – OR –

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.



WITNESS my hand and official seal.

Nancy I. Miskell  
Signature of Notary Public

NANCY I. MISKELL  
Other Required Information (Printed Name of Notary, Residence, etc.)

Place Notary Seal and/or Any Stamp Above

**OPTIONAL**

*Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Right Thumbprint  
of Signer**

Top of thumb here