

03 NOV 17 PM 2:59

NN

EASEMENT

Vol M03 Page 84888



Between

C. W. Headrick and Sandra J. Headrick
1005 Lake Ridge Court
Klamath Falls, OR 97601

And

Wayne A. Connors and Pamela J. Connors
925 Lake Ridge Court
Klamath Falls, OR 97601

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

Wayne Connors
925 Lake Ridge Court
Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDERS USE

State of Oregon, County of Klamath
Recorded 11/17/03 2:59 P m
Vol M03 Pg 84888-91
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

ixed.

puty.

~~WJE~~ - 1396 - 5503

THIS AGREEMENT made and entered into on November 17 2003, by and between C. W. Headrick and Sandra J. Headrick, Husband and wife hereinafter called the first party, and Wayne A. Connors and Pamela J. Connors, 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:

Lot 6 LAKE RIDGE PARK, TRACT 1291, according to the official plat thereof on file in the office of the County Clerk of 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 \$ 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:

As described in attached Exhibit "A"
and as shown on attached map.

AMERITITLE has recorded this instrument by request as an accommodation 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)

36.00 am



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:

The right to use, build on, plant, ingress and egress or fence, All rights relative to private property ownership.

To provide setback for fence, any future additions to the improvements on Lot 8 of said Lake Ridge Park. For Ingress and egress to the same. This easement is appurtenant to Lot 8 Lake Ridge Park.

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 _____. (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.

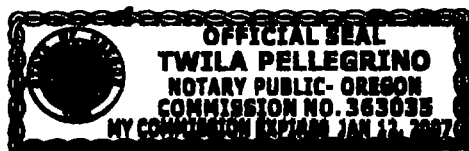
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

C. W. Headrick
C. W. Headrick
Sandra J. Headrick
Sandra J. Headrick
FIRST PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on November 17, 2003,
by C.W. Headrick & Sandra J. Headrick

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



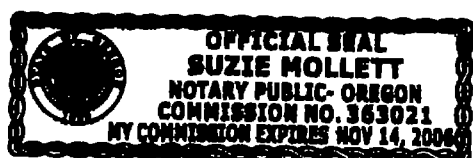
Twila Pellegrino
Notary Public for Oregon
My commission expires 1-12-2007

Wayne A. Connors
Wayne A. Connors
Pamela J. Connors
Pamela J. Connors
attorney in fact
SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on November 7, 2003,
by Wayne H. Connors

This instrument was acknowledged before me on November 7, 2003,
by Wayne H. Connors
as Power of attorney
of Pamela J. Connors



Suzie Mollett
Notary Public for Oregon
My commission expires 11/14/2006

OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.
SANDIE ENSOR

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

84890

JOHN HEATON L.S.T.
CHAD ENSOR L.S.T.

NOVEMBER 04, 2003

EXHIBIT "A"

LEGAL DESCRIPTION

AN EASEMENT SITUATED ON LOT 6 OF "TRACT 1291 - LAKE RIDGE PARK",
SITUATED IN THE NE1/4 NW1/4 OF SECTION 3, T38S, R9EWM, KLAMATH
COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE
S80°56'20"W 32.00 FEET; THENCE S19°04'44"E 42.16 FEET TO THE
RELOCATED PROPERTY LINE COMMON TO LOTS 7 AND 8 OF SAID "TRACT 1291"
BY "PROPERTY LINE ADJUSTMENT 23-99"; THENCE N21°39'22"E, 48.29 FEET
TO THE POINT OF BEGINNING, CONTAINING 664 SQUARE FEET, WITH BEARINGS
BASED ON THE SURVEY OF "PROPERTY LINE ADJUSTMENT 23-99", RECORDED
SURVEY NUMBER 6390, ON FILE AT THE OFFICE OF THE KLAMATH COUNTY
SURVEYOR.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/03

84891

3809-305A-04900 LOT 7
LAKE RIDGE PARK - TRACT #1291
AKA: 943 LAKE RIDGE COURT, K.FALLS, OR 97661

LOT 8

LOT 6

LOT 7

APPROX 16,592 SQ. FT.

LOT 10

LOT 1

LAKE RIDGE COURT
217.85'

PUBLIC UTILITY
SEMENT

1"=30'
SCALE

N

