

03 NOV 17 PM 2:59

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EASEMENT

Vol M03 Page 84883

Vol M03 Page 86318

Between

Pamela J. Connors
925 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
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 11/24/03 11:30 a.m.
Vol M03 Pg 86318-23
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

State of Oregon, County of Klamath
Recorded 11/17/03 2:59 p.m.
Vol M03 Pg 84883-87
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

red.

puty.

ATC 1396 - 5308

THIS AGREEMENT made and entered into on November 2003, by and between Pamela J. Connors 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:

SEE ATTACHED EXHIBIT "C"

See Attached Exhibit "A"
for appurtenant property

03 NOV 24 PM 11:30

**This instrument is being re-recorded to add Exhibit "C" and to clarify Exhibit "A"

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 "B"
and as shown on the 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)

4600
41.00
41.00



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:

Easement is to be used for yard and landscape purposes and to be appurtenant to Lot 8 and that portion of Lot 7 of Lake Ridge Park as disclosed in deed recorded in volume M99, page 32374

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.

Pamela J. Connors by Wayne A. Connors her attorney in fact
Pamela J. Connors

FIRST PARTY

STATE OF OREGON, County of Klamath

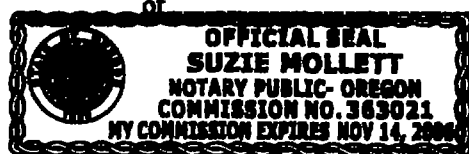
This instrument was acknowledged before me on November 7, 2003
by Wayne A. Connors, Power of Attorney for Pamela J. Connors

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Suzie Mollett
Notary Public for Oregon

My commission expires 11/14/2006

Wayne A. Connors

Wayne A. Connors

Pamela J. Connors by Wayne A. Connors her attorney in fact
Pamela J. Connors

SECOND PARTY

STATE OF OREGON, County of Klamath

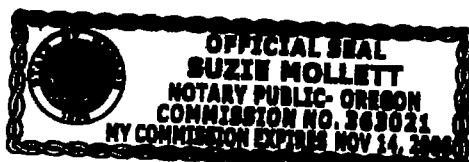
This instrument was acknowledged before me on November 7, 2003
by Wayne A. Connors

This instrument was acknowledged before me on November 7, 2003

by Wayne A. Connors

as Power of Attorney

of Pamela J. Connors



Suzie Mollett
Notary Public for Oregon

My commission expires 11/14/2006

86320

84885

EXHIBIT "A"
LEGAL DESCRIPTION
APPURTENANT PROPERTY

PARCEL 1:

A portion of Lot 7, LAKE RIDGE PARK, TRACT 1291, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" rebar marking the Northwest corner of Lot 7; thence South 51 degrees 50' 42" East a distance of 169.26 feet along the Lot line common to Lots 7 and 8 of said Tract #1291 to a 5/8" rebar on the Northwesterly right of way line of Lake Ridge Court; thence North 68 degrees 25' 19" West a distance of 162.28 feet to a 5/8" rebar on the Lot line common to Lots 6 and 7 of said Tract #1291; thence along said Lot line North 21 degrees 38' 32" East a distance of 48.29 feet to the point of beginning.

TOGETHER WITH an appurtenant 30 foot access and utility easement dated November 1, 1993 and recorded November 4, 1993 in Volume M93 at page 29109, Microfilm Records of Klamath County, Oregon.

PARCEL 2:

Lot 8, LAKE RIDGE PARK, TRACT 1291, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH an appurtenant 30 foot access and utility easement dated November 1, 1993 and recorded November 4, 1993 in Volume M93 at page 29109, Microfilm Records of Klamath County, Oregon.

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

84886

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

86321

NOVEMBER 04, 2003

EXHIBIT "B"

LEGAL DESCRIPTION

AN EASEMENT BEING ON LOT 7 (AS ADJUSTED BY PROPERTY LINE ADJUSTMENT 23-99) OF "TRACT 1291 - LAKE RIDGE PARK", SITUATED IN THE NE1/4 NW1/4 OF SECTION 30, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE ADJUSTED WESTERLY CORNER OF LOT 8 AND SAID LOT 7 OF SAID TRACT 1291; THENCE S68°25'19"E, ALONG THE ADJUSTED LINE BETWEEN SAID LOTS 7 AND 8, 74.00 FEET; THENCE S21°34'41"W 8.00 FEET; THENCE N75°07'53"W 61.39 FEET; THENCE N19°04'44"W 20.00 FEET; TO THE POINT OF BEGINNING, CONTAINING 805 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

84887
86322

3809-30BA-04900 LOT 7
LAKE RIDGE PARK - TRACT #1291
AKA: 943 LAKE RIDGE COURT, K.FALLS. 0897601

LOT 8

LOT 6

LOT 7

LOT 10

LOT 1

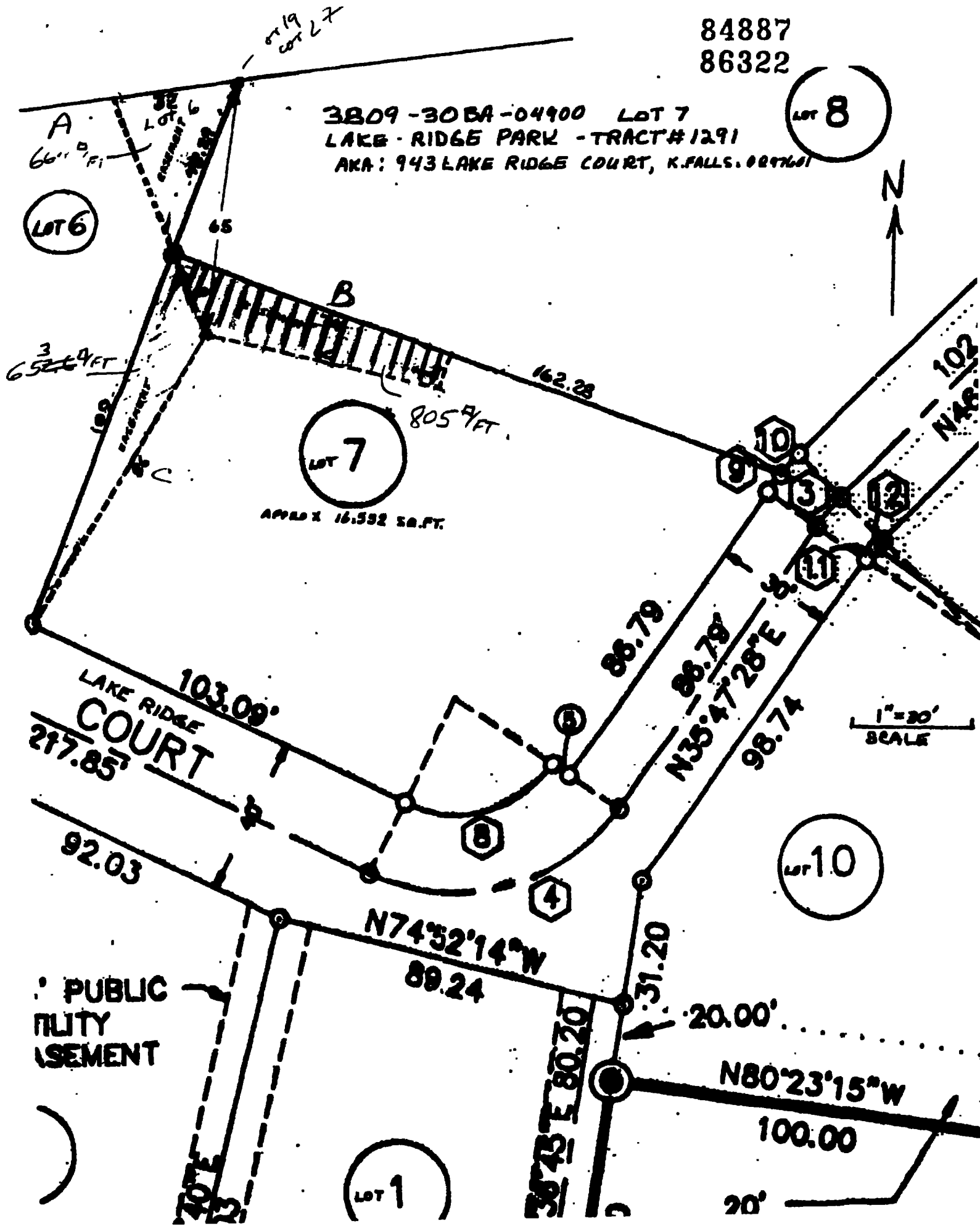


EXHIBIT "C"**Legal Description of First Party property**

Lot 7, LAKE RIDGE PARK – TRACT # 1291, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon.

EXCEPTING THEREFROM that portion thereof conveyed to Wayne A. Connors and Pamela J Connors, as Tenants by the Entirety, to complete Property Line Adjustment 23-99, by deed recorded August 11, 1999 in Volume M99, page 32374, Microfilm Records of Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" rebar marking the Northwest corner of said Lot 7; thence South 51° 50' 42" East a distance of 169.26 feet along the Lot line common to Lots 7 and 8 of said Tract #1291 to a 5/8" rebar on the Northwestern right of way line of Lake Ridge Court; thence North 68° 35' 19" West a distance of 162.28 feet to a 5/8" rebar on the lot line common to Lots 6 and 7 of said Tract #1291; thence along said lot line North 21° 38' 32" East a distance of 48.29 feet to the point of beginning.