

03 NOV 7 PM3:20

NN

EASEMENT

NJT - 63 312 KR

Vol M03 Page 82974

Vol M03 Page 86419

Between  
BARBARA G. WILLIAMS TRUST  
100 S. SIERRA VISTA RD  
SANTA BARBARA CA 93108-1743

And  
ROBERT B LAW  
P O BOX 71120  
RENO NV 89570

After recording, return to Name, Address, Zip:  
GREG WILLIAMS  
1700 FAIRMONT ST  
KLAMATH FALLS OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath  
Recorded 11/24/03 3:20 P. m  
Vol M03 Pg 86419-23  
Linda Smith, County Clerk  
Fee \$ 41.00 of Pgs 3

State of Oregon, County of Klamath ixed.  
Recorded 11/07/03 3:20 P. m  
Vol M03 Pg 82974-78  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5 sputy.

MTC 63312-KR

Re-Recorded to correct

Ronald T. Williams THIS AGREEMENT made and entered into on November 4, 2003, by and between TRUSTEE OF THE BARBARA G. WILLIAMS REVOCABLE LIVING TRUST, hereinafter called the first party, and ROBERT B. LAW, 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 29 of LAKEWOOD HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING the following:

Beginning at a point on the Southwesterly boundary line of Lot 29 in Lakewood Heights, which point is 143.2 feet Northwesterly from the most Southerly corner of said Lot 29; thence Northwesterly along said boundary line a distance of 47.8 feet to an ironpin at the most Westerly corner of said Lot 29; thence North 69 degrees 24' East a distance of 138.6 feet to the most Northerly corner of said Lot 29; thence Southeasterly along the Westerly right of way line of secondary Highway No. 421, 42.13 feet; thence Southwesterly in a straight line to the point of beginning, said tract being approximately the Northwesterly \*\*

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 for ingress, egress and parking area over and across the legal description described in Exhibit "A" attached hereto and made a part hereof.

Said easement to be appurtenant to each and every portion of that real property located in the County of Klamath, State of Oregon, legally described as follows, to wit:

Lot 30 of LAKEWOOD HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

This easement shall be appurtenant to said Lot 30 and shall run with the land.

03 NOV 24 PM3:16

\*\* one-half of the Northwesterly one-half of Tract 29, Lakewood Heights in Section 23, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

(Insert a full description of the nature and type of easement granted by the first party to the second party.)

(OVER)

11:00 PM  
4:00 PM



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:

See map attached hereto and made a part hereof described as Exhibit "B".

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.

Trustee of the Barbara G Williams Revocable Living Trust

By-

Ronald T. Williams, Trustee  
 Ronald T. Williams, Trustee

STATE OF OREGON, County of \_\_\_\_\_ ss.

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

by \_\_\_\_\_

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

by Ronald T Williams Trustee

as Trustee

of Barbara G. Williams Revocable Living Trust

Notary Public for Oregon

My commission expires \_\_\_\_\_

Robert B. Law  
 Robert B. Law

SECOND PARTY

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on November 4 2003

by Robert B. Law

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

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Notary Public for Oregon

My commission expires 11/16/2003



86421

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

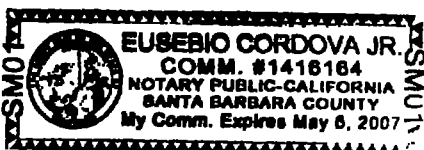
State of California

82976

County of Santa Barbara

On 11/06/03 before me, Eusebio Cordova Jr, personally appeared Ronald T Williams Trustee,

☐ 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 in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

## CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☒ Individual  
☐ Corporate Officer

Title

- ☐ Partner(s) ☐ Limited  
☐ General

- ☐ Attorney-in-Fact  
☒ Trustee(s)  
☐ Guardian/Conservator  
☐ Other:

## DESCRIPTION OF ATTACHED DOCUMENT

Easement

Title or Type of Document

2 (including Notary Page)

Number of Pages

11/06/03

Date of Document

Robert B Law

Absent Signer (Principal) is Representing:

Signer(s) Other Than Name(s) Above

N/A

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  
EXHIBIT "A"

JOHN HEATON L.S.T.

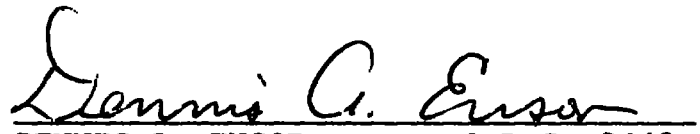
82977  
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SEPTEMBER 26, 2003

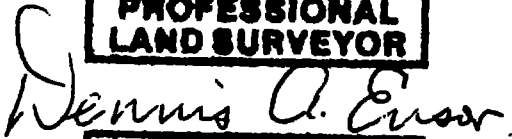
LEGAL DESCRIPTION  
FOR  
DRIVEWAY EASEMENT

A TRACT OF BEING A PORTION OF LOT 29 OF "LAKEWOOD HEIGHTS",  
SITUATED IN SECTION 23, T38S, R8EWM, KLAMATH COUNTY, OREGON BEING  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID LOT 29 BEING  
A 5/8" IRON PIN; THENCE ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID  
LOT 29 N59°10'E 25.00 FEET; THENCE N75°23'30"W 35.08 FEET MORE OR LESS  
TO THE WESTERLY BOUNDARY LINE OF SAID LOT 29; THENCE ALONG SAID  
BOUNDARY LINE S29°57'E 25.00 FEET TO THE POINT OF BEGINNING,  
CONTAINING 312 SQUARE FEET MORE OR LESS.

  
DENNIS A. ENSOR O.L.S. 2442

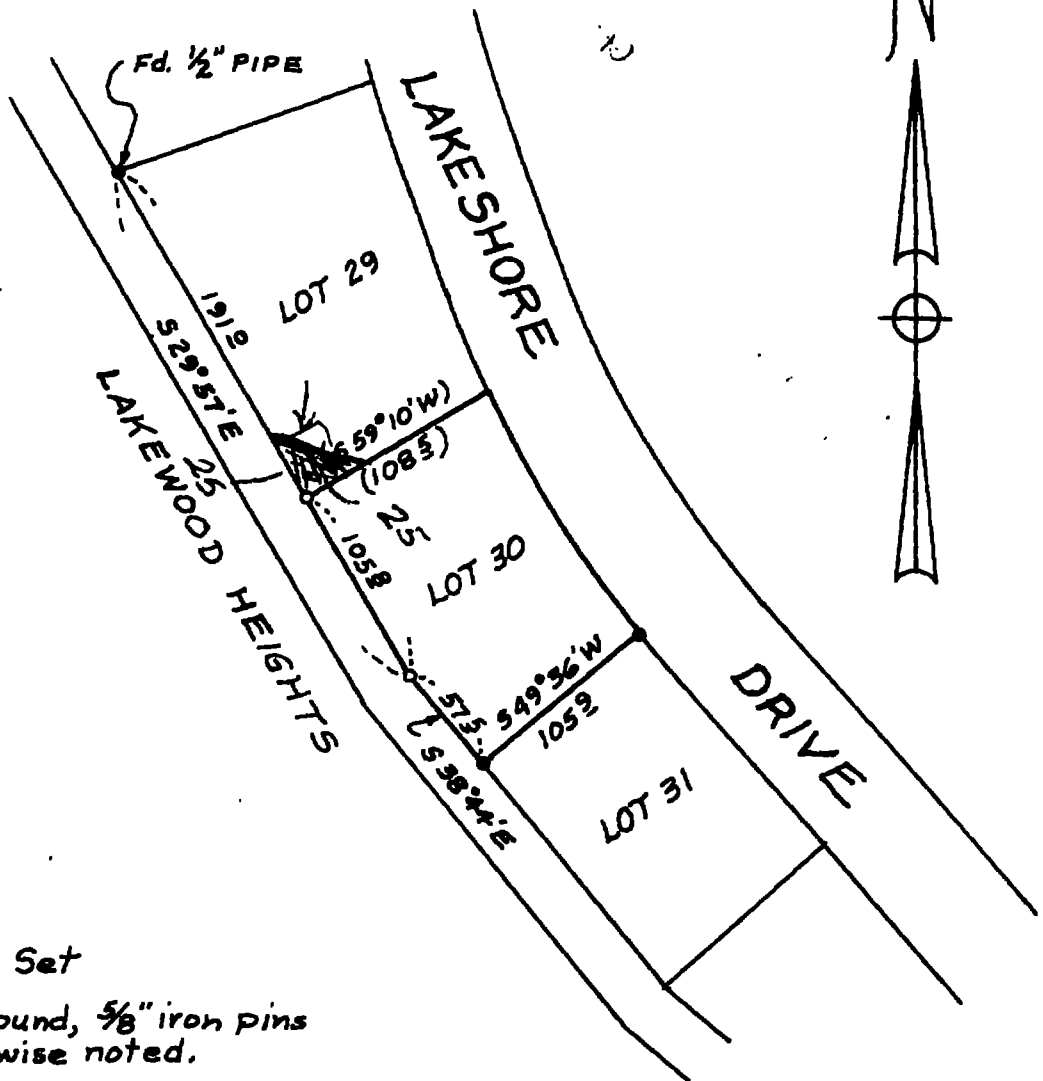
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 26, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/03





- $\frac{5}{8}$ " Iron Pins Set
- Monuments found,  $\frac{5}{8}$ " iron pins unless otherwise noted.

Basis of bearings: Plat of Lakewood Heights

FILED

IN THE OFFICE OF THE KLAMATH  
COUNTY SURVEYOR THIS 28<sup>th</sup> DAY  
OF June 1980

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*W. L. Wales Jr.*

OREGON  
SEPTEMBER 23, 1971  
WILLIAM L. WALES JR.  
1375

# MAP SHOWING SURVEY

FOR

R. T. WILLIAMS

IN

LOT 30, LAKEWOOD HEIGHTS

IN SECTION 23, T. 38 S., R. 8 E., W. M.

KLAMATH COUNTY,

OREGON

SCALE: 1" = 100'

Survey & Map by:

WILLIAM L. WALES  
& Associates

Consulting Engineers

1740 Austin Street

Klamath Falls, Oregon

June, 1980

*W. L. Wales Jr.*