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State of Oregon, County of Klamath

Recorded 01/24/05 11:00 a m

Vol M05 Pg 05046-49

Linda Smith, County Clerk

Fee \$ 36.00 # of Pgs 4

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

Rodney E. Pfeiffer
1403 Devonridge Drive
Klamath Falls, OR 97601

1. Name(s) of the Transaction(s):

Easement

2. Direct Party (Grantor):

Rodney and Barbara Pfeiffer

3. Indirect Party (Grantee):

Robert and Sharon Shaw

4. True and Actual Consideration Paid:

\$1.00

5. Legal Description:

see attached

3600
am

EASEMENT

THIS AGREEMENT, the effective date of which is the 21 day of January, 2005, between RODNEY and BARBARA PFEIFFER, husband and wife, hereinafter called "Grantors," and ROBERT and SHARON SHAW, husband and wife, hereinafter called "Grantees."

RECITALS

1. WHEREAS, Grantors own the real property described as follows:

Lot 7 of Tract 1265 of Devonridge Subdivision, Klamath County, Oregon, which is also commonly known as "1403 Devonridge Drive,"

hereinafter referred to as "Grantors' parcel," and

2. WHEREAS, Grantees own real property described as:

Lot 5 of Tract 1265 of Devonridge Subdivision, Klamath County, Oregon, which is also commonly known as "1412 Devonridge Drive,"

hereinafter referred to as "Grantee's parcel."

GRANT OF EASEMENT

3. For \$1.00 and other valuable consideration, the Grantors hereby grant a non-exclusive easement across Grantor's property for the benefit of the Grantee. The easement is 30 feet in width from the western boundary of Grantor's parcel, beginning at the point where Grantor's parcel is accessed from Devonridge Drive, and runs south to north along the entire western boundary of Grantor's parcel. Said easement shall be for ingress and egress of passenger vehicles only. Said easement shall not be used for parking.

4. This easement is not exclusive to Grantees; Grantors may grant rights that are included in the above described easements to third parties provided that such grants do not interfere with Grantee's permitted uses as stated herein. Grantees may not use this property for any illegal purpose, or for any use prohibited by state, federal or local laws, ordinances and regulations.

5. All expenses of maintenance, repair and replacement of said easement shall be the responsibility of Grantors. In the event that a dispute arises regarding this maintenance, repair, or replacement of this easement, such dispute shall be resolved by arbitration where each party appoints one arbitrator and those arbitrators choose another. The arbitrator shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be shared equally by the parties.

6. This easement shall run with the land. It is recognized that said easement burdens Grantors' parcel and that the benefit and appurtenance shall be to Grantees' parcel.

7. If suit or action is instituted to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof. This agreement was drafted at the direction of the Grantors by Justin Throne, attorney who represents Grantors; Grantees have had opportunity to obtain separate legal counsel. This document shall not be construed for or against either party by reason of said attorney drafting this document.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first above written.

GRANTORS:

GRANTEES:

Robert E. Pfeiffer *[Signature]*
Barbara J. Pfeiffer *[Signature]*

STATE OF OREGON]
] ss.
 County of Klamath]



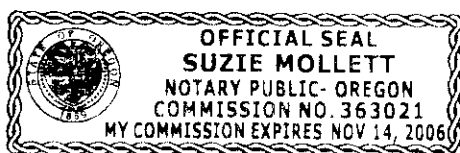
The foregoing instrument was acknowledged before me this 21st day of January, 2005, by ROD PFEIFFER

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

STATE OF OREGON]
] ss.
 County of Klamath]

The foregoing instrument was acknowledged before me this 21 day of January, 2005, by BARBARA PFEIFFER.

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





05049

STATE OF OREGON]
] ss.
County of Klamath]

The foregoing instrument was acknowledged before me this 21 day of January, 2005, by ROBERT SHAW.

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

STATE OF OREGON]
] ss.
County of Klamath]

The foregoing instrument was acknowledged before me this 21 day of January, 2005, by SHARON SHAW.

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

