

mtc-67601 SM

Vol M05 Page 05046

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

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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

THIS INSTRUMENT IS BEING RE-RECORDED
TO CORRECT LEGAL DESCRIPTION OF
INSTRUMENT RECORDED IN VOLUME M05
AT PAGE 5046

State of Oregon, County of Klamath
Recorded 06/30/05 11.30 a m
Vol M05 Pg 49669-74
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

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

05 JUN 24 AM 11:00

05 JUN 30 AM 11:00

4/6/05
am
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:
See attached Exhibit "A" made a part hereof
~~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:
See attached Exhibit "B" made a part hereof
~~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.

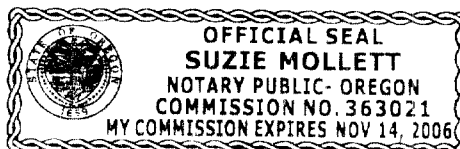
GRANTORS:

GRANTEES:

Lesley E Pfeiffer
Barbara J Pfeiffer

[Signature]
[Signature]

STATE OF OREGON }
County of Klamath } ss.



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

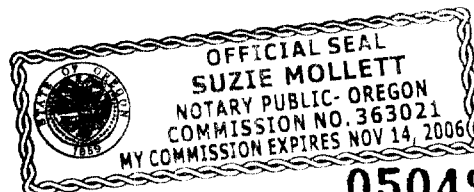
Suzie Mollett
Notary Public for Oregon
My Commission expires: 11/14/2006

STATE OF OREGON }
County of Klamath } ss.

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





STATE OF OREGON]
] ss.
County of Klamath]

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49672

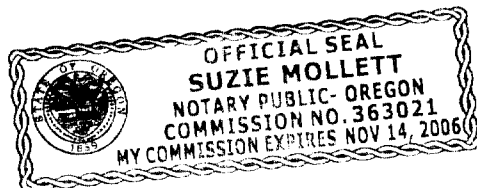
The foregoing instrument was acknowledged before me this 21 day of January, 2005, by ROBERT SHAW.

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



49673

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 7 and that portion of Lot 8, described as follows: Beginning at the Northwesterly corner of said Lot 8; thence South 12 degrees 57' 36" East, along the Westerly line of said Lot 8, 40.00 feet; thence North 60 degrees 39' 28" East 150.00 feet; thence North 50 degrees 16' 46" East 221.98 feet to the Northeast corner of said Lot 8; thence South 60 degrees 39' 28" West 367.38 feet to the point of beginning. (Bearings based on Property Line Adjustment 16-97); All in TRACT 1265 – DEVONRIDGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No.: 3909-005DB-00100-000

Key No.: 878235

EXHIBIT "B"
LEGAL DESCRIPTION

Lot 5 of TRACT 1265 OF DEVONRIDGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO a parcel of land located in the SE1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being portions of Lots 3, 4 and 6 of TRACT 1265 DEVONRIDGE and being more particularly described as follows:

Beginning at the Northeast corner of Lot 5, TRACT 1265, DEVONRIDGE; thence South $89^{\circ} 30' 00''$ East 186.51 feet to the Northeast corner of Lot 6; thence along the Easterly boundary of Lot 6 South $00^{\circ} 31' 12''$ West 114.54 feet; thence South $27^{\circ} 57' 36''$ East 84.56 feet; thence leaving said Lot 6 boundary, South $48^{\circ} 20' 08''$ West 65.39 feet; thence South $00^{\circ} 12' 06''$ West 113.88 feet; thence South $00^{\circ} 23' 17''$ West 147.54 feet; thence South $27^{\circ} 12' 55''$ East 151.60 feet to the Northwest corner of Lot 2; thence North $89^{\circ} 28' 49''$ West 249.90 feet to the Southeast corner of Lot 5; thence North $00^{\circ} 31' 12''$ East 628.32 feet to the point of beginning. Reference is made to Property Line Adjustment No. 13-96.

Tax Account No: 3909-005DB-01300-000

Key No: 878250