

MTT 72537-06
RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE
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IN THE INSTRUMENT ITSELF.

M06-13697

Klamath County, Oregon

07/06/2006 02:43:12 PM

Pages 6 Fee: \$46.00

After Recording Return To:

City of Chiloquin
c/o Justin Throne, Atty.
280 Main St.
Klamath Falls, OR 97601

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

EASEMENT AGREEMENT

2. Direct Party (Grantor):

City of Chiloquin

3. Indirect Party (Grantee):

Thomas & Jill Prewitt &
Gary Sunford

4. True and Actual Consideration Paid:

5. Legal Description:

See agreement for legal description.

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EASEMENT AGREEMENT

This agreement, the effective date of which is the latest date subscribed below, is entered into by and between the following parties for the following properties located in Klamath County, State of Oregon:

1. City of Chiloquin, herein referred to as "Party A", whose property affected by this agreement is legally described as follows:

A tract of land located in the Southwest quarter of the Southeast quarter of Section 34, Township 34 South, Range 7 East of the Willamette Meridian.
Tax Account No. R-3407-034DC-01800-000;

2. Mr. and Mrs. Thomas J. and Jill J. Prewitt, herein collectively referred to as "Party B," whose property is described as follows:

Parcel 1 and Parcel 2 of the Tentative Land Partition 35-05, located in Government Lots 13 and 14, situated in the South half of the South half of Section 34, Township 34 South, Range 7 East of the Willamette Meridian.
Tax Account Nos. R-3407-034DC-01900-000 and R-3407-034CD-09200-000;

3. Mr. Gary W. Sunford, herein referred to as "Party C," whose property is legally described on the attached Exhibit 1;

RECITALS

WHEREAS the parties to this agreement own adjoining real estate and some of the parties have questionable or no legal access through the properties owned by other parties; and

WHEREAS the parties to this agreement desire to collectively settle means and manner of access to their respective properties and to create a common driveway between the above-described parcels for the benefit of each of them;

AGREEMENT

NOW THEREFORE, for consideration herein described and stated, including the sum of \$750.00 paid jointly by Parties B and C to Party A, the following is hereby agreed to by all the parties to this agreement:

Party A grants to Party B and Party C, to each individually, a non-exclusive easement for ingress and egress, location of municipal service lines (such as water and

sewer), and location of utilities (such as electricity and telephone service) across the parcel owned by Party A, and according to the following terms and conditions:

1. The size of this easement shall be thirty (30) feet in width.
2. The easement created by this agreement is a covenant that runs with the land, and shall bind the heirs, successors, and assigns of the parties to this agreement.
3. Party A shall only be responsible for the maintenance of this easement according to the use of Party A; the other parties to this agreement shall be responsible for the maintenance of this easement according to their use.
4. Party A expressly reserves the exclusive right to relocate this easement as it burdens any parcel of land owned or later acquired by said party. Parties B and C agree that to the extent they have any existing rights to an easement or license in any of the parcels herein named that are or will become owned by Party A, said rights are secondary to the right to relocate this easement by Party A on any land currently owned or subsequently acquired by said party. Party A shall determine the initial location of this easement; however, this initial determination shall in no matter limit the right of Party A to subsequently relocate the easement. Any relocation carried out by Party A shall be done at the expense of said party. To the extent that is reasonably practical, any relocation by Party A shall be carried out in a manner designed to minimize interference with existing uses or infrastructure of the other parties as they are related to any easement under this agreement.
4. Parties B and C hereby waive any claims to an easement or license that they may have, prior to this agreement, against or burdening property owned, or later acquired, by Party A.
6. Parties B and C shall indemnify and hold harmless Party A for any claims, acts, or omissions that arise from the use of this easement by the benefited parties, their invitees, lessees, licensees, excepting acts of Party A, its employees, agents, or related parties.

This document has been prepared by legal counsel for Party A. Parties B and C enter into this agreement of their own volition, and have had an opportunity to consult their own legal counsel. Parties B and C recognize that they are not represented by legal counsel for Party A.

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PARTY A:

Mark Cobb
Mark Cobb, Mayor
CITY OF CHILOQUIN
ATTEST: Theresa Foreman
Theresa Foreman, City Recorder

PARTY B:

Tom Prewitt
Mr. Thomas J. Prewitt
Jill J. Prewitt
Mrs. Jill J. Prewitt

PARTY C:

Gary W. Sunford
Gary W. Sunford

STATE OF OREGON, County of Klamath) ss.

SUBSCRIBED AND SWORN TO before me this 30th day of June, 2006, by
Mark C Cobb, who personally appeared before me.



Theresa R Foreman
Notary Public for Oregon
My commission expires: 3-24-08

STATE OF OREGON, County of Klamath) ss.

SUBSCRIBED AND SWORN TO before me this 30 day of June, 2006, by
Tom Prewitt, who personally appeared before me.



Theresa R Foreman
Notary Public for Oregon
My commission expires: Mar 24, 08

STATE OF OREGON, County of Klamath) ss.

SUBSCRIBED AND SWORN TO before me this 30 day of June, 2006, by
Will J. Prewitt, who personally appeared before me.



Teresa R Foreman
Notary Public for Oregon
My commission expires: 3-24-08

STATE OF OREGON, County of ^{Clackamas}~~Klamath~~) ss.

SUBSCRIBED AND SWORN TO before me this 3rd day of ^{July}~~June~~, 2006, by
Gary W Sanford, who personally appeared before me.



Michele Hampson
Notary Public for Oregon
My commission expires: 9-25-09

PARCEL 1:

Beginning at a point on the North Boundary of Government Lot 3, Section 3, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, which point is West 2651.17 feet from the Northeast corner of Section 3 and West 1331.17 feet from the initial point of the City of Chiloquin, and also being on the Westerly side of the Southern Pacific Railroad, which curves 2° to the Southwest, said point of beginning also being the point of intersection of the North boundary of Government Lot 3 and a radius of the 2° curve at 95.0 feet from the center of the main line, and 20 feet Westerly on the same radius from the railroad right of way; thence West 756.02 feet along the North boundary of Government Lot 3 to a point; thence South 507.67 feet to a point which is 20.0 feet Northwesterly from the right of way line of the above named railroad; thence Northeasterly parallel to and 20 feet from the curved right of way line of the above named railroad 914.52 feet, more or less to the point of beginning.

Tax Account No: 3507-00300-00100-000
Tax Account No: 3507-00300-00200-000
Tax Account No: 3507-00300-00300-000

Key No: 219882
Key No: 219891
Key No: 219873

PARCEL 2:

All that portion of Lot 14, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southwest of the parcel conveyed to J.J. Steiger by Henry K. Jackson by conveyance recorded June 22, 1922, in Volume 57 at page 588, Deed Records of Klamath County, Oregon.

Tax Account No: 3407-034CD-09100-000

Key No: 201141

"EXHIBIT 1"