

2006-022206

Klamath County, Oregon

**AFTER RECORDING RETURN TO:**

Mary Diane Keith  
P.O. Box 1625  
Bend, OR 97709



11/06/2006 11:45:20 AM

Fee: \$51.00

**EASEMENT**

**DATE:** Nov. 3, 2006

**PARTIES:**

MARY DIANE KEITH ("Grantor")  
P.O. Box 1625  
Bend, OR 97709

and

MARY DIANE KEITH ("Grantee")  
P.O. Box 1625  
Bend, OR 97709

**RECITALS:**

- A. Grantor is the fee owner of the property described on Exhibit A.
- B. Grantee is the fee owner of the property described on Exhibit B.
- C. Grantor wishes to grant to Grantee an easement for the purpose of the access to, and construction, repair and replacement of a 1000 gallon septic tank and up to 375 square feet of drainfield as shown on Exhibit B for the benefit of Exhibit A.

**AGREEMENTS:**

- 1. **Recitals.** The above Recitals are deemed true and are incorporated herein.
- 2. **Grant of Easement.** Grantor hereby grants to Grantee an easement for the purpose of access to and the construction, repair and replacement of a 1000 gallon septic tank and up to 375 square feet of drainfield as shown on Exhibit B for the benefit of Exhibit A.

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3. **Reservation.** Grantor reserves the right to use the portion of the property subject to this Easement for any lawful use not interfering with the Grantee's rights.

4. **Cost.** Grantee shall be responsible for all costs associated with the access to and construction, repair and replacement of the tank and easement as specified herein.

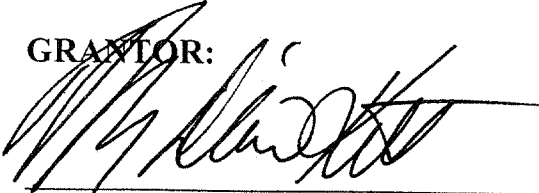
5. **Real Property Taxes.** The owner of each property shall pay when due all real property taxes, assessments or other charges against the land to which the owner holds fee title.

6. **Effect of the Agreement.** The rights granted under this Agreement shall run with the land as to all property burdened and benefited by such grant, including any division or partition of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each parties' successors and assigns, mortgagees and beneficiaries under a deed of trust.

7. **Notices.** Any notices required or permitted to be given under the terms of this Agreement, or by law, shall be in writing and may be given by personal delivery or certified mail, directed to the parties at the addresses stated at the beginning of this Agreement, or such other address as any party may designate in writing prior to the time of the giving of such notice, or in any other manner authorized by law. Any notice given shall be effective when actually received, or if given by certified mail, then 72 hours after the deposit of such notice in the United States mail with postage prepaid.

8. **Attorney Fees.** If suit, action, arbitration or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this agreement or to interpret or enforce any rights hereunder, the prevailing party shall be entitled to recover its attorney fees, paralegals', accountants', and other experts' fees and court reporters' fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the arbitrator or court at trial or on any appeal or review, in addition to all other amounts provided by law.

GRANTOR:

  
\_\_\_\_\_  
MARY DIANE KEITH

GRANTEE:

  
\_\_\_\_\_  
MARY DIANE KEITH

STATE OF OREGON       )  
                  Deschutes       ) ss.  
County of ~~Lane~~       )

Personally appeared the above-named Mary Diane Keith and acknowledged the foregoing instrument to be her voluntary act and deed this 3 day of November, 2006.



  
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NOTARY PUBLIC FOR OREGON

# EASEMENT AGREEMENT

(Common Ownership)

WHEREAS, Mark Keiff ("GRANTOR") is the owner of the following two lots (or parcels) of real property located in Klamath County, Oregon, To-wit:

Lot I: 2407-07A0-8100  
Leisure Woods Unit 2 Lot 6 Block 5

Lot II: 2407-07A0-8000  
Leisure Woods Unit 2 Lot 5 Block 5

WHEREAS GRANTOR has applied to the State of Oregon through its Department of Environmental Quality ("State" or GRANTEE") for a report of site evaluation for the proposed construction of an individual on-site sewage disposal system ("Report") on Lot I intended to serve Lot II; and

WHEREAS Oregon Administrative Rules, 340-71-130(11)(b) and 340-71-150(4)(a) require GRANTOR to execute an easement and covenant in favor of the State as a condition precedent to issuance of a favorable report concerning the construction of a system on one lot intended to serve another lot;

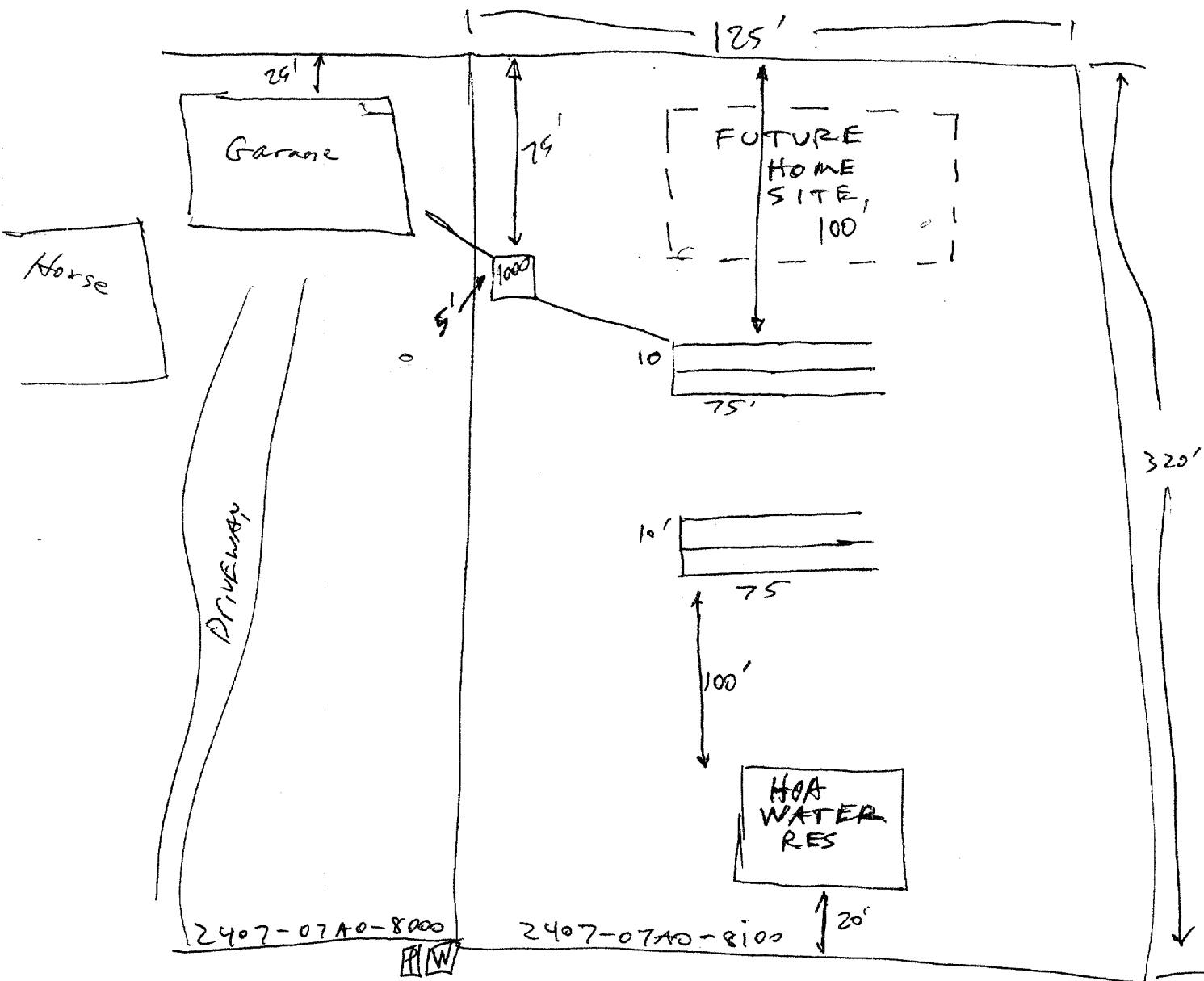
NOW THEREFORE, in consideration of the issuance of the report to GRANTOR by the State, and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby conveys to the State ("GRANTEE"), Its successors and assigns, a perpetual, non-exclusive, appurtenant easement in, upon, and running with Lot I allowing the GRANTEE'S officers, agents, employees and representatives to enter and inspect, including by excavation, the on-site sewage disposal system on Lot I serving Lot II.

GRANTORS, for themselves and their heirs, successors and assigns, covenant and agree:

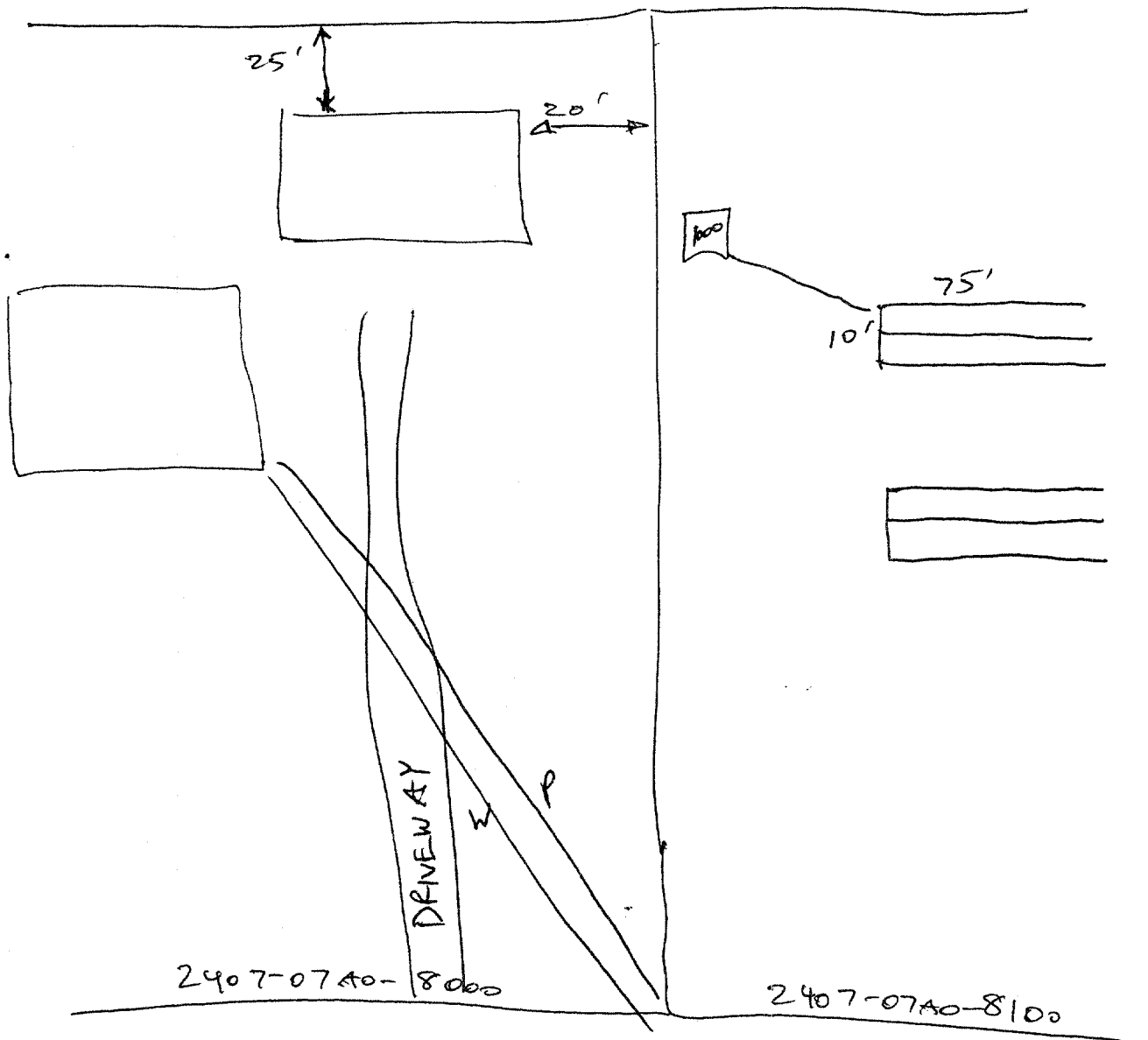
1. To grant or reserve, and record a utility easement, in a form approved by the GRANTEE, in favor of the owner of Lot II upon severance of the above described lots; and
2. That Lot I shall not be put to any use which would be detrimental to the permitted system or contrary to any law (including an administrative rule) applicable to the permitted system.

EXHIBIT A  
(Grantor's Property)

Lot 6, Block 5, 2407-007A0-8100 in Crescent Lake, Oregon.



**EXHIBIT B**  
**(Grantee's Property and Depiction of Easement)**



Lot 5, Block 5, 2407-007A0-8000 in Crescent Lake, Oregon.