

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

MTC13914 - 87145

EASEMENT

2007-010504

Klamath County, Oregon



00024462200700105040060067

06/11/2007 03:32:24 PM

Fee: \$66.00

Between

WAYNE A. CONNORS ET UX ET AL

And

WAYNE A. CONNORS ET UX ET AL

After recording, return to (Name, Address, Zip):

WAYNE A. CONNORS ET UX ET AL

4411 Alexis Drive #449

Las Vegas Nev 89103

EASEMENT AND ADVANCED FINANCING AGREEMENT

THIS AGREEMENT made and entered into on May 2007, by and between LAKESHORE GARDENS DRAINAGE DISTRICT, DAVID J. DANFORTH, REGINA C. DANFORTH, ALAN MURRAY, WAYNE A. CONNORS, PAMELA J. CONNORS, FREDRICK M. COOPER AND LISA M. COOPER, hereinafter called the first party, and XXXXXXX, 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:

LAKESHORE GARDENS DRAINAGE DISTRICT R3808-025DA-00200-000 Volume 103 page 265
 DAVID J AND REGINA C. DANFORTH - Lot 1 Lakeshore Gardens Volume m94 page 24270
 ALLAN MURRAY - Lot 2 Lakeshore Gardens Volume M01 page 30917
 WAYNE A. CONNORS AND PAMELA J. CONNORS Lots 3B and 4B Volume M03-43920
 FREDRICK M COOPER AND LISA M. COOPER Lot 5B Lakeshore Gardens Volume M05-10362

SEE ALSO ADVANCED FINANCING AGREEMENT MADE A PART HEREIN.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

SEE ABOVE

AMERITITLE, has recorded this Instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 by the parties to the first party paid, the receipt of which is acknowledged by the second party it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

A private utility and Maintenance agreement for a common main sewer line, over the Southerly 10 feet of their respective parcels . Said real property is described above and is along Lakeshore Drive situate in the NE1/4SE1/4 of Scetion 25, Township 38 South Range 8 E.W.M., Klamath County , Oregon.

Private utility maintenance agreement for common main sewer line. All maintenance, clearing, cleaning of the main common line shall be share and share alike. All owners will be responsible for their own LPSS line up to the common line hookup.

LAD



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:

1. When all or portion of the property is connected to the LPSS owners shall pay to Wayne Connors a sewer buy in fee representing the properties share of the LPSS main line extension along Lakeshore Drive. Said buy in fee shall be \$4000. plus 6% interest at the rate of 6% per annum from July 1, 2007 until the date paid.
2. If never connected to the line no fee will be due.
3. This agreement shall run with the land be binding upon the heirs, successors and assigns of all parties.

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:

As previously described herein. See attached map Exhibit "A"

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 _____% (if the last alternative is selected, the percentages allocated to each party should total 100.)

Share and Share alike as to the easement on their respective parcel.

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.

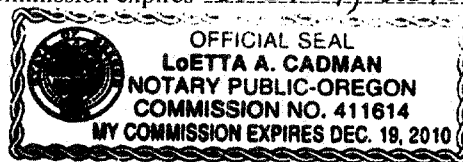
IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first written above.

By- John E. Gerbert
Lakeshore Gardens Drainage

See attached signature pages for additional parties.

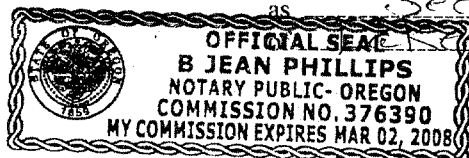
STATE OF OREGON, County of CLATSOP ss.
This instrument was acknowledged before me on MAY 23, 2007
by DAVID J. DANFORTH & REGINA C. DANFORTH
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Loetta A. Cadman
Notary Public for Oregon
My commission expires Dec. 19, 2010



David J. Danforth
Regina C. Danforth

STATE OF OREGON, County of CLATSOP ss.
This instrument was acknowledged before me on _____
by _____
This instrument was acknowledged before me on June 7, 2007
by John E. Gerbert
as Secretary - Lakeshore Gardens Drainage



Notary Public for Oregon
My commission expires _____
3-2-08

3808-025 DA
LAKE SHORE GARDENS

DRAIN

DIKE/DRAIN

CITY KF
PAVED

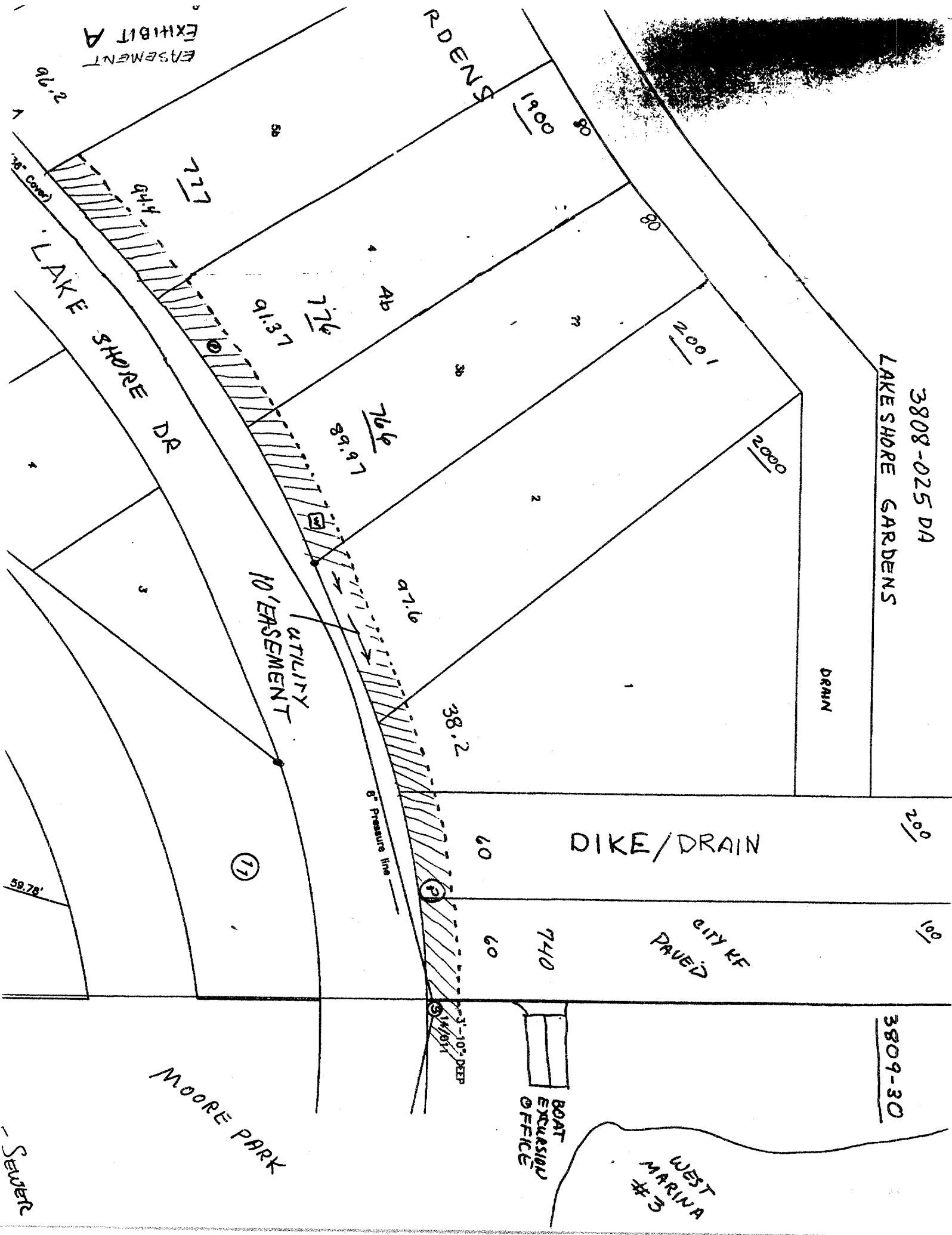
3809-30

WEST
MARINA
#3

BOAT
EXCURSION
OFFICE

MOORE PARK

- Sewer



EASEMENT
EXHIBIT A

ATTACHMENT FOR EASEMENT
SIGNATURE PAGE
EXHIBIT "B"

Allan Murray
Allan Murray

STATE OF Oregon
COUNTY OF Jackson

SS. May 30th, 2007

Personally appeared the above named Allan Murray and _____
_____ acknowledged the foregoing instrument to be A voluntary act.

WITNESS My hand and official seal. (seal)

Kathy L Landers
Notary Public
State of Oregon
My Commission expires: November 28, 2008



ATTACHMENT FOR EASEMENT

SIGNATURE PAGE
EXHIBIT "C"

Wayne A. Connors

Wayne A. Connors

Pamela J. Connors

Pamela J. Connors

STATE OF Oregon

COUNTY OF Klamath

SS. June 7, 2007

Personally appeared the above named Wayne A. Connors and Pamela J. Connors
acknowledged the foregoing instrument to be their voluntary act.

WITNESS My hand and official seal.

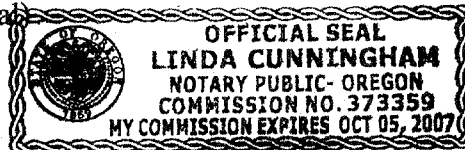
(seal)

Linda Cunningham

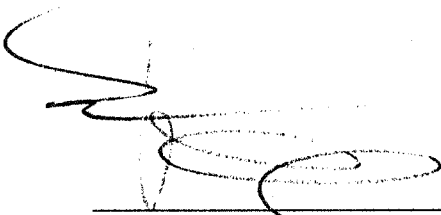
Notary Public

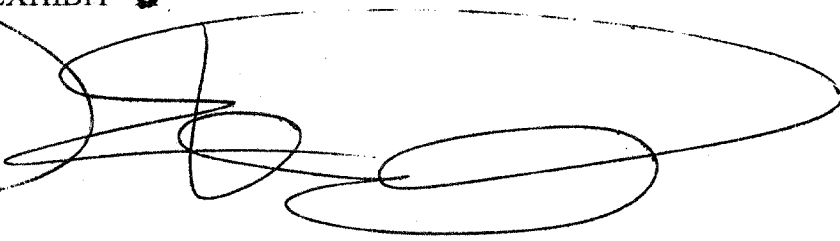
State of Oregon

My Commission expires: 10-5-2007



ATTACHMENT FOR EASEMENT
SIGNATURE PAGE
EXHIBIT "D"


Fredrick M. Cooper


Lisa M. Cooper

STATE OF Oregon

COUNTY OF Klamath

SS. May 22 2007

Personally appeared the above named Fredrick M. Cooper and Lisa M. Cooper
acknowledged the foregoing instrument to be Their voluntary act.

WITNESS My hand and official seal.

(seal)

C. Jantvold
Notary Public
State of Oregon
My Commission expires: 02/09/11

