

Jack Sheehan & Jean Sheehan, husband & wife

2122 Ashley Ct.

Klamath Falls, OR 97603

Grantor's Name and Address

Walter Roland & Janet Roland

2123 Patterson St.

Klamath Falls, OR 97603

Grantee's Name and Address

After recording return to:

Jack Sheehan

2122 Ashley Ct.

Klamath Falls, OR 97603

Until further notice send tax statements to:

Jack Sheehan

2122 Ashley Ct

Klamath Falls, OR 97603

2008-000879

Klamath County, Oregon



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01/22/2008 02:15:07 PM

Fee: \$26.00

DRIVEWAY AND UTILITY EASEMENT

Jack Sheehan and Jean Sheehan, husband and wife, hereinafter grantors, for good and valuable consideration grant to Walter Roland and Janet G. Roland, husband and wife, hereinafter grantees, the following described easement for driveway and utilities as described herein:

1. Servient property. The easement described herein is granted below and across the southerly 15 feet of Lot 11, Tract No. 1304, PLEASANT VISTA, according to the official plat thereof on file in the office of the clerk of Klamath County, Oregon.
2. Dominant Property. The easement herein after described is granted to the benefit of grantee's real property described as follows:

Parcel 1: The following decribed real property in the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning at a point 1500 feet East and 786 feet North of an iron pin driven into the ground near the Southwest corner of the said Northwest quarter, on the property of Otis V. Saylor, which pin is 30 feet East of the center of a road intersection the Klamath Falls - Lakeview Highway; thence East 150 feet to a point; thence North 100 feet to a point; thence West 150 feet to a point; thence South 100 feet to the place of beginning.

Parcel 2: A parcel of land lying in the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point 1320 feet East and 786 feet North of an iron pin driven into the ground near the Southwest corner of the said NW 1/4 on the property of Otis V. Saylor, which pin is 30 feet East of the center of a road intersection the Klamath Falls - Lakeview Highway form the North and 30 feet North of the center of said Highway; thence East 180 feet; thence North 100 feet; thence West 180 feet; thence South 100 feet to the point of beginning.

3. Easement Described. Grantor grants to grantees, their successors and assigns a non-exclusive easement appurtenant across the Southernly most 15 feet of Lot 11, Tract No. 1304, Pleasant Vista, Klamath County, Oregon comprising a portion of that easement established by survey recorded the 28th day of April, 1972 and reflected in an instrument recorded June 5, 1972 at Volume M72, Page 5940, Klamath County Deed Records as effecting the described property only.
4. Scope of Easement. In consideration and mutual covenants herein grantor conveys non-exclusive easement appurtenant:
 - A. For the installation, maintenance and repair of underground utilities including, but not limited to, water, sewer, natural gas and electricity.
 - B. For the installation, maintenance and repair of a driveway serving grantee's real property above described.
5. Terms and Conditions of Use and Maintenance. Grantee's covenant as follows:
 - A. That in the development, maintenance and use of the above described easement that they shall not unreasonably interfere with grantor's rights of use and possession of the servient property above described.
 - B. Grantees covenant that they shall at their own cost and expense maintain the property over which this easement is impressed.
 - C. The grantees may place permeable or non-permeable surface including rock, gravel, asphalt or concrete upon the traveled portion of the easement, but shall not expand the driveway from it's present course, or expand it's width.
 - D. That the retained portion of the easement shall not be used for parking, storage or any other use, it

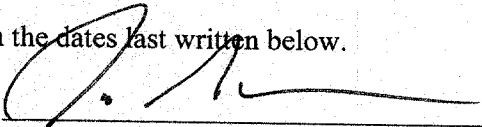
being expressly acknowledged that the driveway portion is for vehicular access and egress only, that the other portions thereof are solely for installation, repair or maintenance of underground utilities.

E. That grantee shall maintain those portions of the easement and shall upon the request of grantors, remove weeds, brush or debris at their cost and expense. Grantees shall discharge any fine, assessment or penalty that might be levied by any government entity for the failure to maintain the premises or for any fines, assessment or penalties that might be imposed.

6. Costs and Attorney's Fees. In the event it should become necessary for either grantees or grantors to enforce the terms of this agreement, the prevailing party shall be entitled from the other whether suit, action or arbitration is filed thereon their reasonable attorney's fees, costs and disbursements of hearing, trial or on appeal.

7. Successors Bound. This agreement is binding upon the heirs, successors and assigns of grantors and grantees.

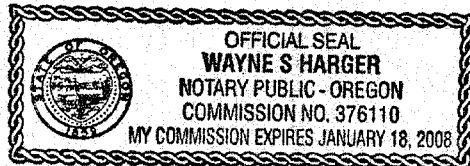
In witness thereof the parties have set their hands and seals on the dates last written below.

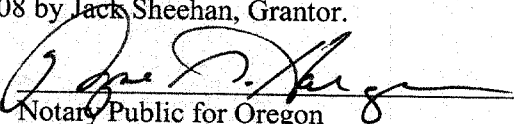


Jack Sheehan
Dated: 1/10/08


State of Oregon)
)ss.
COUNTY OF KLAMATH)

Acknowledged before me on this 10th day of January, 2008 by Jack Sheehan, Grantor.





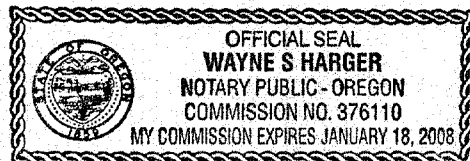
Notary Public for Oregon
My commission expires: 01-18-08

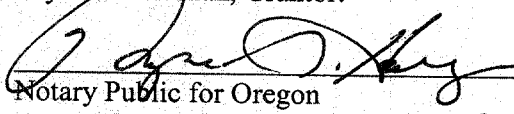


Jean Sheehan
Dated: 1/10/08


State of Oregon)
)ss.
COUNTY OF KLAMATH)

Acknowledged before me on this 10th day of January, 2008 by Jean Sheehan, Grantor.





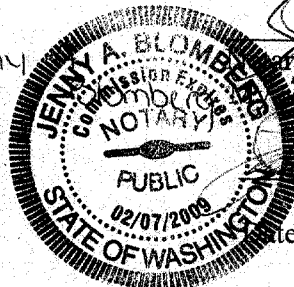
Notary Public for Oregon
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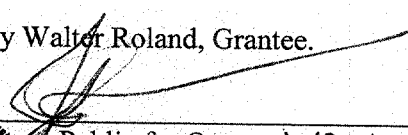


Walter Roland
Dated: 1-14-08


State of Washington)
)ss.
COUNTY OF Douglas)

Acknowledged before me on this 14th day of January, 2008 by Walter Roland, Grantee.



Jenny


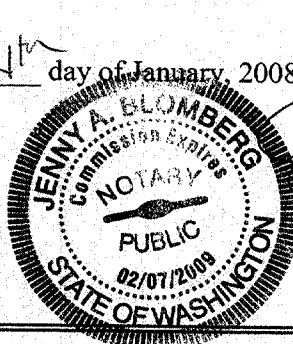
Notary Public for Oregon Washington
My commission expires: 02-07-2009

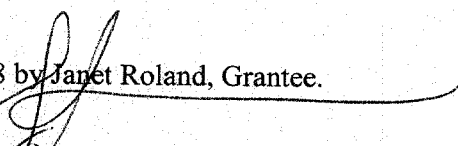


Janet Roland
Dated: 1/14/08

State of Washington)
)ss.
COUNTY OF Douglas)

Acknowledged before me on this 14th day of January, 2008 by Janet Roland, Grantee.





Notary Public for Oregon Washington
My commission expires: 02-07-2009
Jenny A. Blomberg