

EA

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



## EASEMENT

Between

Dimitrios Tserpes

474 Wamblee Ln.

San Jacinto, CA 92582-2709

And

Jeffrey A. Munsie &amp; Maria A

Munsie

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

Jeffrey A. &amp; Maria A. Munsie

PO Box 384

Chiloquin Or 97624

2008-005630

Klamath County, Oregon



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SPACE RESER

FOR

RECORDER'S U

04/17/2008 03:13:33 PM

Fee: \$36.00

THIS AGREEMENT made and entered into on March 18th 2008,, by and  
between DIMITRIOS TSERPES  
hereinafter called the first party, and JEFFREY A. MUNSIE AND MARIA A MUNSIE husband and wife

, 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:

**Lot 4 FIRST ADDITION TO MONTE VISTA RANCH**

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:

**East half of Lot 14, Section 7, Township 35 South, Range 7 E.W.M. Klamath County, Oregon.**

NOW, THEREFORE, in view of the premises and in consideration of \$ \$5,000. by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit: **easement for roadway purposes as described in Exhibit "A" attached hereto**



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:

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:

**SEE EXHIBIT "B"**

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

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.

Dimitrios Tserpes

FIRST PARTY

California

STATE OF ~~OREGON~~ California, County of Riverside ) ss.

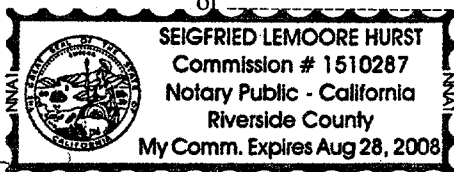
This instrument was acknowledged before me on April 9, 2008  
by Dimitrios Tserpes

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



Seigfried Lemoore Hurst  
Notary Public for ~~Oregon~~ California  
My commission expires August 28, 2008

SECOND PARTY

STATE OF OREGON, County of Klamath ) ss.

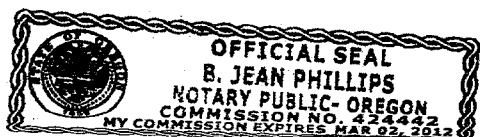
This instrument was acknowledged before me on \_\_\_\_\_  
by Jeffrey A. Muncie Maria A. Muncie

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_



B. Jean Phillips  
Notary Public for Oregon  
My commission expires 3-2-12

## EXHIBIT "A"

### DESCRIPTION FOR A ROADWAY ACCESS EASEMENT

A roadway easement for the purpose of ingress and egress over and across a strip of land situated in Lot 4, Tract 1279, "First Addition to Monte Vista Ranch", Situated in Government Lot 17 of Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. The boundary of said easement being more particularly described as follows:

Beginning at the northeast corner of Lot 4 Tract 1279 -"First Addition Monte Vista Ranch"; thence S.89°55'02"W., 30.00 feet along the north line of said Lot 4; thence S.00°12'38"W., 17.23 feet parallel to the east line of said Tract 1279, to a point on the north line of Elida Court, said north line being a 130.00 foot curve concave to the south; thence northeasterly along said curve to the right through a central angle of 10°38'53" an arc distance of 24.16 feet (chord of said curve bears N.84°35'39"E., 24.12 feet); thence, continuing along said north line of Elida Court, N.89°55'02"E., 5.99 feet to the east line of said Tract 1279; thence N.00°12'38"E., 15.00 feet to the **Point of Beginning**, Containing 468 square feet more or less, with bearings based on Tract 1279.

# EXHIBIT "B"

