

EA

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



EASEMENT

Between

And

2008-009964

Klamath County, Oregon



00049568200800099640020028

SPACE RESEI
FOR
RECORDER'S I

07/10/2008 02:03:01 PM

Fee: \$26.00

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

Jesse W. Withers
2076 Lakeshore Dr
City 97601

THIS AGREEMENT made and entered into on July 23 2008, by and between DAVID B. PETERS AND LYNDIA A. PETERS, hereinafter called the first party, and JESSE JACKMAN WITHERS, 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 2 of Block 2, BRYANT TRACTS NO 2

AMERITITLE, has recorded this Instrument by request as an accommodation 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.

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:

Lot 3 of Block 2, BRYANT TRACTS NO 2

NOW, THEREFORE, in view of the premises and in consideration of \$ over than money 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:

An easement for that portion of the existing driveway over and across Lot 2 and appurtenant to Lot 3 of said Block 2. Said easement includes the right of ingress and egress together with the right to replace the existing retaining wall and fence. Said improvements will be at the expense of the second party.

Specifically; The easement property that the owner of 3941 Shasta Way, Klamath Falls, Oregon (First party) grants to the owner of property of 3931 Shasta Way, Klamath Falls, Oregon (2nd party) is as follows: An easement that is to be six and one half feet onto property of 3941 Shasta Way starting from front of 3931 Shasta Way (The southeasterly corner of 3931 Shasta Way) down property line between the two properties 3931 and 3941 Shasta Way tapering from the six and one half feet on 3941 Shasta Way for a distance of ninety-six feet to four feet onto property of 3941 Shasta Way. Easement is given for the construction of a fence and retaining wall on that easement.

20 ATT



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:

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 100% and the second party responsible for ____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

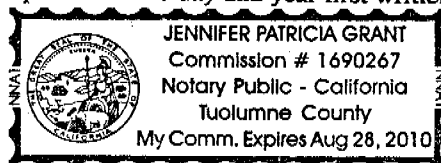
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

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.

David B. Peters
David B. Peters
Lynda A. Peters
Lynda A. Peters FIRST PARTY



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

This instrument was acknowledged before me on April 23, 2008
by David B. Peters and Lynda A. Peters

This instrument was acknowledged before me on _____
by _____
as _____
of _____

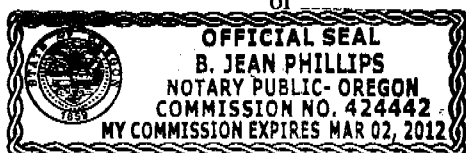
Jesse Jackman Withers
Notary Public for ~~Oregon~~ California
My commission expires 8-28-2010

Jesse Jackman Withers
Jesse Jackman Withers
SECOND PARTY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on July 9, 2008
by Jesse Jackman Withers

This instrument was acknowledged before me on _____
by _____
as _____
of _____



[Signature]
Notary Public for Oregon
My commission expires 3-2-2012