

EA

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



EASEMENT

2009-003936

Klamath County, Oregon



00062779200900039360040043

SPACE RE

03/18/2009 03:32:21 PM

Fee: \$36.00

FO.

RECORD

Between

And

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

Dr. and Mrs Timothy Moore

7848 Kings Way

Klamath Falls, Oregon 97603

THIS AGREEMENT made and entered into on MARCH 18 2009, by and between FRANCISCO CISNEROS AND ROSA CISNEROS, hereinafter called the first party, and TIMOTHY J. MOORE AND HEATHER L. MOORE, 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:

Lots 27 thru 32, Block 1. ST FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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:

Lots 1 thru 4, Block 1, ST FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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.

NOW, THEREFORE, in view of the premises and in consideration of see consideration below 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: **A perpetual, non exclusive, easement ("private stormwater easement") for the installation of the storm drain to convey stormwater generated on the easement holder's property to the Northern right of way line of Crosby Avenue within the legal description attached as exhibit "A" made a part hereof. Nothing in this private stormwater easement is intended to prohibit use of the private stormwater easement by the landowner, provided such does not interfere with the use of the Private stormwater easement by the easement holder. As consideration for the easement, the easement holder shall construct a catch basin with grate in the Southeast corner of Lot 2900 situated in 39-09-002CA to drain runoff from the existing roof drain and alleyway.**

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

30AMT



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 perpetual, 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 attached Exhibit "A" and "B" attached hereto.

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.)

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.

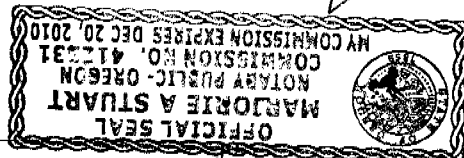
Francisco Cisneros
FIRST PARTY
Rosa Cisneros

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on March 18 2009 ss.

by Francisco Cisneros and Rosa Cisneros

This instrument was acknowledged before me on

as



Notary Public for Oregon
My commission expires

12/20/10

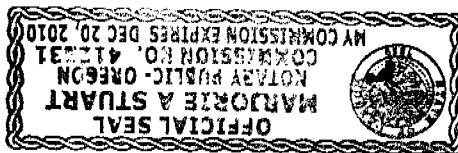
Timothy J. Moore
SECOND PARTY
Heather L. Moore

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on March 18 2009 ss.

by Timothy J. Moore and Heather L. Moore

This instrument was acknowledged before me on

by
as
of



Notary Public for Oregon
My commission expires

12/20/10

EXHIBIT "A"
LEGAL DESCRIPTION

A strip of land being in Lot 32, Block 1 of "ST. FRANCIS PARK" a recorded subdivision on file at the Klamath County Clerks office; situated in the NE1/4 of the SW1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northeast corner of said Lot 32 thence along the East line of said Lot 32, South 00°20'54" West 135.00 feet to the North right-of-way line of Crosby Street, thence along said North right-of-way line South 89°53'06" West 10.00 feet; thence leaving said right-of-way line and parallel with the East line of said Lot 32 North 00°20'54" East 135.00 feet to the South line of the alley; thence along South line North 89°53'00" East 10.00 feet to the point of beginning.

39-09-02CA 2200
MOORE TIMOTHY J &
HEATHER L

39-09-02CA 2300
CISNEROS
FRANCISCO & ROSA

ALLEYWAY

39-09-02CA 3000
KLAHN LARRY G

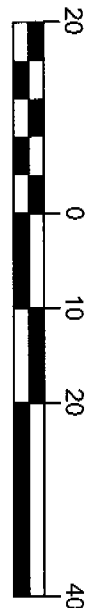
POINT OF BEGINNING
N 89°53'00" E 10.00'

39-09-02CA 2900
CISNEROS
FRANCISCO & ROSA

S 00°20'54" W 135.00'

N 00°20'54" E 135.00'

S 89°53'06" W 10.00'



1 INCH = 20 FT

CROSBY AVENUE

EXHIBIT "B"

LEGAL DESCRIPTION:

A STRIP OF LAND, BEING IN LOT 32, BLOCK 1 OF "ST. FRANCIS PARK" A RECORDED SUBDIVISION ON FILE AT THE KLAMATH COUNTY CLERKS OFFICE, SITUATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 32 THENCE, ALONG THE EAST LINE OF SAID LOT 32, SOUTH 00°20'54" WEST, 135.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CROSBY STREET, THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 89°53'06" WEST, 10.00 FEET, THENCE LEAVING SAID RIGHT-OF-WAY LINE AND PARALLEL WITH THE EAST LINE OF SAID LOT 32, NORTH 00°20'54" EAST, 135.00 FEET TO THE SOUTH LINE OF THE ALLEY, THENCE, ALONG SOUTH LINE, NORTH 89°53'00" EAST, 10.00 FEET TO THE POINT OF BEGINNING, BASIS OF BEARINGS IS ROS#6757.

CONTAINING 1350 SQUARE FEET, MORE OR LESS.

EASEMENT DESCRIPTION:

THE LANDOWNER (OWNER OF TAX LOT 39-09-02CA 2900) HEREBY GRANTS AND CONVEYS TO THE EASEMENT HOLDER (OWNER OF TAX LOT 39-09-02CA 2200) A PERPETUAL, NON-EXCLUSIVE, EASEMENT ("PRIVATE STORMWATER EASEMENT") FOR THE INSTALLATION OF THE STORM DRAIN TO CONVEY STORMWATER GENERATED ON THE EASEMENT HOLDER'S PROPERTY TO THE NORTHERN RIGHT-OF-WAY LINE OF CROSBY AVENUE WITHIN THE LEGAL DESCRIPTION ON THIS PAGE. NOTHING IN THIS PRIVATE STORMWATER EASEMENT IS INTENDED TO PROHIBIT USE OF THE PRIVATE STORMWATER EASEMENT BY THE LANDOWNER, PROVIDED SUCH DOES NOT INTERFERE WITH THE USE OF THE PRIVATE STORMWATER EASEMENT BY THE EASEMENT HOLDER.

AS CONSIDERATION FOR THE EASEMENT, THE EASEMENT HOLDER SHALL CONSTRUCT A CATCH BASIN WITH GRATE IN THE SOUTHEAST CORNER OF LOT 2900 SITUATED IN 39-09-02CA TO DRAIN RUNOFF FROM THE EXISTING ROOF DRAIN AND ALLEYWAY.

CISNEROS FRANCISCO & ROSA
DR. TIM MOORE DENTIST OFFICE
PRIVATE STORMWATER EASEMENT