

EA

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

**EASEMENT**

Between

Wayne & Sharon Snoozy
10219 Kestrel Road
Klamath Falls, OR 97601

And

Jeff & Sherrie Fritz
5714 Bryant Ave
Klamath Falls, OR 97603

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

Wayne & Sharon Snoozy
10219 Kestrel Road
Klamath Falls, OR 97601

STATE OF OREGON,

} ss.

2009-008637**Klamath County, Oregon**

00068278200900086370020021

SPACE RESEF
FOR
RECORDER'S

06/23/2009 09:32:10 AM

Fee: \$26.00

THIS AGREEMENT made and entered into on June 22, 2009, by and
between Wayne & Sharon Snoozy,
hereinafter called the first party, and Jeff & Sherrie Fritz,
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:

5710 Bryant Avenue, Klamath Falls, Oregon 97603
Lot 7, Block 3 of Casa Manana, 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:

5714 Bryant Avenue, Klamath Falls, Oregon 97603
Lot 8, Block 3 of Casa Manana, according to the official plat
thereof on file in the office of the County Clerk of Klamath
County, Oregon

NOW, THEREFORE, in view of the premises and in consideration of \$ -0- 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 three foot east to west and sixty five foot north to south
portion of which the most north east corner beginning at the
north east corner of the first parties described real property
for the purpose of extending a paved driveway for the second
party.

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

(OVER)

26 - Returned @ Counter STEVE COE

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 30 years, 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 _____% 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.

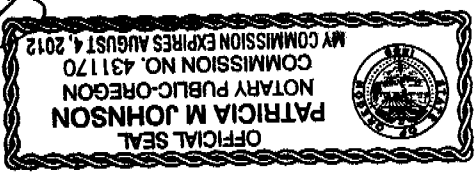
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, 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.

William & Mary
FIRST PARTY

STATE OF OREGON, County of Klamath
This instrument was acknowledged before me on June 22, 2011 ss. _____
by Wayne & Sharon Snoozy
This instrument was acknowledged before me on _____

by Wayne & Sharon Snoozy
This instrument was acknowledged before me on _____
as _____
of _____



Patricia M. Johnson
Notary Public for Oregon
My commission expires Aug 4, 2012

SECOND PARTY
James A. Smith
Klamath

STATE OF OREGON, County of _____
This instrument was acknowledged before me on June 22, 2009 ss. _____
by Jeff C. Smith & Sherie A. Smith
This instrument was acknowledged before me on _____

by _____
as _____
of _____



Patricia M. Johnson
Notary Public for Oregon
My commission expires Aug 4, 2012

