

2010-011591

Klamath County, Oregon



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RETURN TO:

Brandsness, Brandsness & Rudd, P.C.

411 Pine Street

Klamath Falls, OR 97601

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EASEMENT

WHEREAS, the ROBERTS FAMILY TRUST, JOANNE ROBERTS, TRUSTEE, hereinafter referred to as "ROBERTS" is the owner of a tract of land situated in Government Lots 3 and 4, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County Oregon, being more particularly described as follows:

Beginning at the North Quarter corner of Section 7; thence West 586.8 feet to the Easterly right of way line of State Highway No. 427 as now located; Thence South 0 Degrees 41 Minutes East along the Easterly right of way line of said Highway 498 Feet to the true point of beginning; Thence continuing South along said Highway 215 feet; Thence East 259.5 feet; Thence North 215 feet; Thence West 261.8 feet, more or less, to the point of beginning.

and WILLIAM DIEKMANN AND SUSAN DIEKMANN, hereinafter referred to as "Diekmann" are the owners of a tract of land situated in Lot 4, Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the SE corner of said Lot 4; Thence North along the East line of said lot, 606.5 feet; Thence West 319.10 feet; Thence South parallel to the East line of said Lot, 606.5 feet to the South line of said lot; Thence East along said sideline 319.10 feet to the point of beginning.

And **WHEREAS** Diekmann desires an easement for the purpose of providing ingress to and egress from lands now owned;

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1. EASEMENT AGREEMENT

NOW, THEREFORE: In consideration of the foregoing and of the grants and agreements hereinafter made:

A. Roberts hereby grants and conveys to Diekmann, their heirs, successors, and assigns, a perpetual, non-exclusive easement upon, over and along a right of way twenty (20) feet in width over and across that portion of the Southerly twenty (20) feet of Roberts land as described above. Subject as to said lands to all matters of public record.

B. The parties hereto hereby agree that the rights hereinabove granted shall be subject to the following terms and conditions:

1. The use of the easement shall be limited to residential road purposes only, for access to the Diekmann property described above and in conjunction with such use may construct, reconstruct, maintain and repair the road thereon.

2. Grantor Roberts reserves the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantor's rights of use shall be dominant.

3. Grantee Diekmann, as owner of the benefited real property, and users shall indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee and Grantee's guests, invitees and assigns, assumes all risks arising out of their use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the Diekmann real property described above.

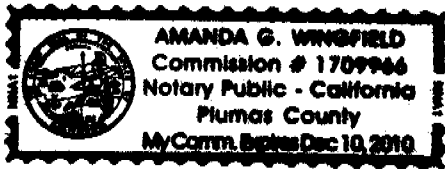
6. Except as otherwise set forth herein, the use, maintenance, and ownership of the easement shall be pursuant to law, including but not limited to ORS 105.170 to 105.185 pertaining to maintenance of the easement.

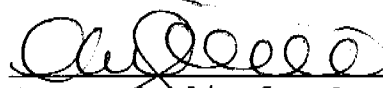
7. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee Diekmann. Said easement may be terminated upon written agreement by Grantor Roberts and Grantee Diekmann, their heirs, successors and assigns.

8. This easement is granted subject to all prior easements or encumbrances of record.

acknowledged that he signed and the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public for ~~Oregon~~ California
My Commission Expires: 12/10/10

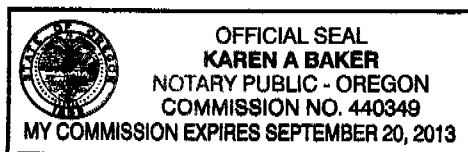
STATE OF OREGON)

) ss.

County of Klamath)

On this 15 day of SEPTEMBER, 2010, before me personally appeared SUSAN DIEKMANN, to me known to be the individual described in, and who executed, the above and foregoing instrument and acknowledged that she signed and the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.




Notary Public for Oregon
My Commission Expires: 9-20-2013