

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



EASEMENT

Between

And

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

Michael Scott Bachman and Krysta Bachman
2436 Frontage Road
Klamath Falls, Oregon 97601

STATE OF OREGON
2011-008262
Klamath County, Oregon



00104655201100082620030037

SPACE RESE
FOR
RECORDER'S

07/14/2011 11:29:58 AM

Fee: \$47.00

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into on _____ December _____ 2009, by and between _____ DIANA L. BACHMAN hereinafter called the first party, and _____ MICHAEL SCOTT BACHMAN AND KRYSTA BACHMAN 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 2 and 3 of TRACT 1191, SAGE ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon AND

~~Lot 4 of Tract 1191 SAGE ACRES, excepting therefrom the following: Beginning at the Northeast corner of Lot 1, thence South 89 degrees 32'40" West 149.33 feet to the true point of beginning, thence continuing South 89 degrees 32'40" West 149.89 feet to the Northwest corner of said Lot 1; thence South 14 degrees 53'30" East along the West line of said Lot 1, 308.15 feet; thence North 89 degrees 42'00" East 95 feet to a point; thence North to the point of beginning, with bearings based on the recorded plat of Tract 1191, SAGE ACRES.~~

Parcel 2 of land Partition 1-11, being a replat of lots 1 & 6 of Tract 1191, Sage Acres

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 4 of SAGE ACRES, 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 \$1.00 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 ~~joint driveway over the South 89 degrees 32'40" West 149.33 feet of Lot 1~~. See attached Exhibit "A" attached hereto and made a part hereof. ~~Said easement is across the Southern boundary line of said lots and ends where the driveway of the second party connects on the East boundary line of said lot 4.~~



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.

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

(OVER)



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 50 % and the second party responsible for 50 %. (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.

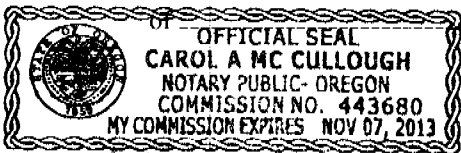
In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal,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

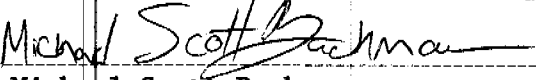
Diana L. Bachman

 FIRST PARTY

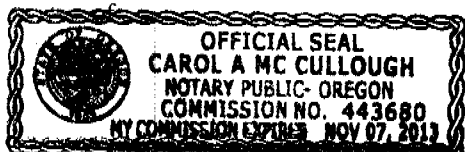
STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on July 14, 2011
 by Diana L. Bachman
 This instrument was acknowledged before me on _____
 by _____
 as _____



Carol A. McCullough
 Notary Public for Oregon
 My commission expires Nov 7, 2013

Michael Scott Bachman

Krysta Bachman
 Krysta Bachman
 SECOND PARTY

STATE OF OREGON, County of Klamath) ss.
 This instrument was acknowledged before me on July 13, 2011
 by Michael Scott Bachman and Krysta Bachman
 This instrument was acknowledged before me on _____
 by _____
 as _____



Carol A. McCullough
 Notary Public for Oregon
 My commission expires Nov 7, 2013

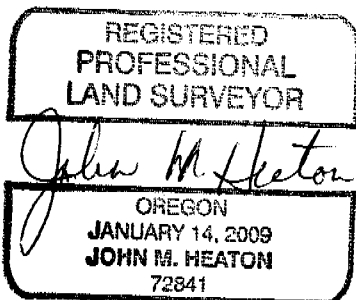


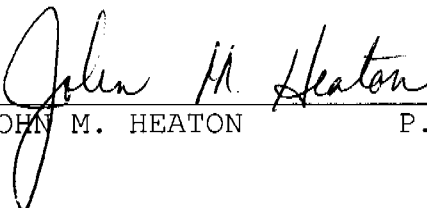
JANUARY 12, 2011

LEGAL DESCRIPTION OF ACCESS EASEMENT

AN ACCESS EASEMENT BEING A PORTION OF LOTS 1 AND 2 OF "TRACT 1191 - SAGE ACRES", SITUATED IN THE NW1/4 SW1/4 OF SECTION 5, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER COMMON TO SAID LOTS AND 2, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF FRONTAGE ROAD; THENCE N89°42'00"E, ALONG THE SAID NORTH RIGHT OF WAY LINE, 12.00 FEET; THENCE, LEAVING THE SAID NORTH RIGHT OF WAY LINE, N15°05'46"W 114.39 FEET; THENCE S74°54'14"W 41.60 FEET TO A POINT ON THE EAST LINE OF LOT 4 OF SAID "TRACT 1191 - SAGE ACRES"; THENCE S15°05'46"E, ALONG THE SAID EAST LINE, 36.00 FEET; THENCE, LEAVING SAID EAST LINE, N74°54'14"E 18.00 FEET; THENCE S23°31'53"E 51.83 FEET; THENCE S15°05'46"E 22.90 FEET TO A POINT ON THE SAID NORTH RIGHT OF WAY LINE OF FRONTAGE ROAD; THENCE N89°42'00"E 4.55 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1191 - SAGE ACRES", ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.




JOHN M. HEATON P.L.S. 72841

RENEWAL DATE 6/30/11

