

2012-006668

Klamath County, Oregon



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06/19/2012 03:27:46 PM

Fee: \$47.00

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

EASEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 2012, by the Thomas J. Guthrie and Ruby C. Guthrie, husband and wife (hereafter Grantors).

W I T N E S S E T H

WHEREAS, Grantors are the record owner of real property in Klamath County, State of Oregon, described as follows:

N 1/2 of SW 1/4, Section 27, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

and have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey for the benefit of the real property owned by Robert N. Latzy, as sole surviving Trustee of the Robert and Pauline Latzy Living Trust Agreement executed on July 20, 1992 (hereafter "Latzy Property") more particularly described as follows:

Parcel 1. NW 1/4 SE 1/4, Section 21, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 2. SW 1/4 NW 1/4 Section 27, Township 40 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

a perpetual non-exclusive easement across the property of the Grantors, being 30 feet wide along the centerline of the exiting roadway as shown on the map attached hereto as Exhibit "A," subject to the terms stated hereafter.

The terms of this easement are as follows:

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

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantors 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, Grantors' rights of use shall be dominant.

3. Grantees, as owners of the benefited real property, and users shall indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees and Grantees' guests, invitees and assigns, assume all risks arising out of their

use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.


5. This easement is appurtenant and for the benefit of the Latzy Property described herein.

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. Grantor shall have no responsibility for maintenance, upkeep or improvements. This shall include no responsibility for power lines or drainage culverts now or in the future.

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

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

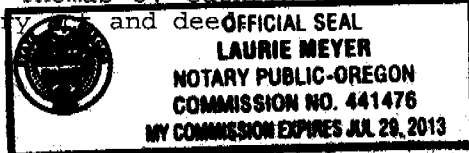
IN WITNESS THEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

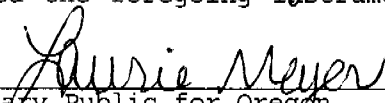

Thomas J. Guthrie


Ruby C. Guthrie

STATE OF OREGON)
 Jackson) ss.
County of Klamath)

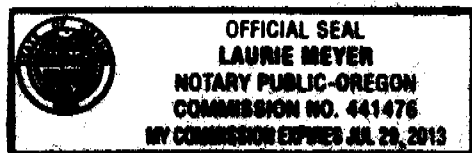
Personally appeared before me this 23rd day of May, 2012 the above-named Thomas J. Guthrie and acknowledged the foregoing instrument to be his voluntary act and deed.

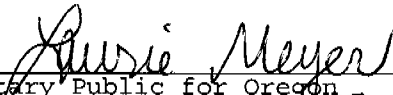



Notary Public for Oregon
My Commission expires: 7-29-13

STATE OF OREGON)
 Jackson) ss.
County of Klamath)

Personally appeared before me this 23rd day of May, 2012 the above-named Ruby C. Guthrie and acknowledged the foregoing instrument to be her voluntary act and deed.




Notary Public for Oregon
My Commission expires: 7-29-13

