

2014-009973

Klamath County, Oregon

09/26/2014 08:42:44 AM

Fee: \$57.00

After Recording Return To:
Larry Tentinger
3355 Harlow Rd
Eugene, Oregon 97401

DECLARATION OF EASEMENT AND MAINTENANCE AGREEMENT

PARTIES:

Larry Tentinger, Michele R. Payne and Marian E. Tentinger (Grantor)

Michael J. Tentinger and Susan J. Tentinger (Grantee)

RECITALS:

- A. Grantor is owner of real property described in the attached Exhibit A.
- B. Grantee is the owner of real property described in the attached Exhibit B.
- C. By this instrument the Parties intend to create the following 3 Easements on Grantor's real property Exhibit A, for the benefit of the Grantee's real property Exhibit B. Together with the right of the Grantee their heirs, successors and assigns access to said easement areas for the purpose of repairing and maintaining said easements.
 - 1. Utility, Water pipeline and Well/ Pump House Easement as currently located.
 - 2. 15 foot FireBreak Easement, see Exhibit C.
 - 3. 15 foot Encroachment Easement for Existing Structure, see Exhibit D.
- D. The Parties further desire to establish the responsibility for maintenance and repair of the Easement Areas following the creation of the aforementioned rights.
- E. In consideration of the mutual promises and responsibilities contained herein the Parties hereto agree as follows.
 - 1. The preceding recitals are by this reference incorporated herein as though fully set forth.
 - 2. Grantor hereby give, grants and conveys to Grantee, and to Grantee's heirs, successors, assigns perpetual rights of use and access of, the Easement Areas located on Grantor's property Exhibit A and described on Exhibits C & D.

BT-2014-09

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LIABILITY ACCEPTED FOR CONDITION
OF TITLE OR VALIDITY, SUFFICIENCY, OR
EFFECT OF DOCUMENT**

CONTINUED


3. Grantee agrees to indemnify and hold harmless Grantor from any injury or damage to any person or person's property as a result of Grantee's use of the Easement Areas.
4. All costs of repairs shall be sole responsibility of either the Grantor and/or the Grantee, their heirs, successors and or assigns, based on whichever one was responsible for the damage caused to the Utility Line, Water pipeline & Well/Pump House. Maintenance for said Lines will be shared by both the Grantor and the Grantee, their heirs, successors and or assigns.
5. The rights granted by this instrument shall be appurtenant to and shall benefit Grantee's property, as described in Exhibit B., and shall burden Grantor's property, as described in Exhibit A. The rights granted by this instrument shall run with the land as to the benefited property and the burdened property. The rights, covenants and obligations contained in this instrument shall bind, burden and benefit each party's successors and assigns.
6. The rights granted by this instrument are granted subject to all easements, reservations, restrictions, conditions, and encumbrances of record affecting the Parties' subject property.
7. No waiver of any rights arising out of a breach of any covenant, term or condition of the Agreement shall be a waiver of any right arising out of any other or subsequent breach of the same or any other covenant, term, or condition or a waiver of the covenant, term, or condition itself.
8. This instrument shall be governed by, construed and enforced in accordance with the laws of the State of Oregon.
9. This instrument shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this instrument will not be binding upon either Grantor or Grantee except to the extent incorporated into the Agreement. Any modification of this instrument shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

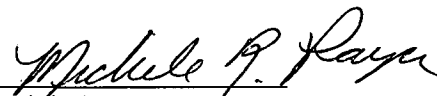
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10. Any controversy or claim arising out of or relating to this instrument shall be settled by arbitration in Lane County, Oregon in accordance with sections 36.300 to 36.365 of Oregon Revised Statutes, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The arbitration shall be held before a single arbitrator, unless otherwise agreed by the parties. In the event the parties cannot agree upon an arbitrator, then the arbitrator shall be an attorney who shall be appointed by a judge of the Lane County Circuit Court pursuant to section 36.320 of Oregon Revised Statutes.
11. If any legal proceeding is commenced for the purpose of interpreting or enforcing any provision of the Easement, the prevailing party in such proceeding shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, in addition to the costs and disbursements allowed by law.
12. The consideration for this Agreement is comprised of mutual obligations of the parties and other than cash.

END OF RECITALS

DATED Sept 25, 2014

By: 
Larry Tentinger

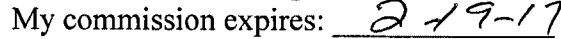

Michele R. Payne


Marian E. Tentinger

CONTINUED

COUNTY OF LANE)

This instrument was acknowledged before me on Sept 25, 2014, by Larry Tentinger, Michele R. Payne and Marian E. Tentinger.



Grantees existing structure along their North boundary line encroaches over onto the Grantors South boundary line approximately 15 feet. Grantors hereby grant the Grantees a Fifteen foot easement surrounding the existing structure for maintenance and repair.