

Returned to County

2015-005447

Klamath County, Oregon



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05/28/2015 09:11:02 AM

Fee: \$47.00

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

Grantors:

Joseph F. and Judith A. Matthews
250 Burns Street
Klamath Falls, OR 97603

Grantee:

Thomas Starley
5620 Alva Avenue
Klamath Falls, OR 97603

EASEMENT

THIS AGREEMENT made and entered into this 27th day of May, 2015, by and between Joseph F. Matthews and Judith A. Matthews, hereinafter called Grantors, and Thomas Starley, hereinafter called Grantee:

W I T N E S S E T H

WHEREAS, Grantors are the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Lot 4, Block 1, of BEVERLY HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of vacated Leighton Avenue which inured thereto;

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

Now, therefore, in consideration of the sum of \$1 paid by Grantee to Grantors, receipt of which is hereby acknowledged, Grantors convey to Grantee, his heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as: the southerly six feet of Lot 4, Block 1, of BEVERLY HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of vacated Leighton Avenue which inured thereto.

The terms of this easement are as follows:


1. Grantee, his agents, independent contractors and invitees shall use the easement for the purpose of installation and maintenance of an underground water service line.
2. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the other; however, in case of conflict, Grantee's right of use shall be dominant.
3. Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantee or others for any condition existing thereon.
4. This easement is appurtenant and for the benefit of the real property owned by Grantee and described below in paragraph 7.
5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

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

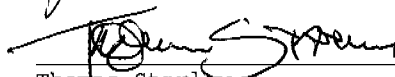
7. The following is a description of the Grantees dominant property to which this easement is appurtenant:

Lot 5, Block 1, of BEVERLY HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of vacated Leighton Avenue which inured thereto.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 27th day of May, 2015.

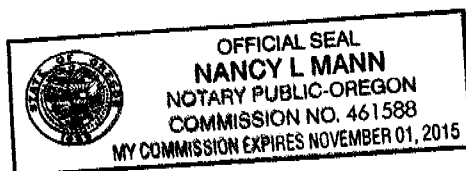

Joseph F. Matthews



Judith A. Matthews


Thomas Starley

STATE OF OREGON)
) ss.
County of Klamath)

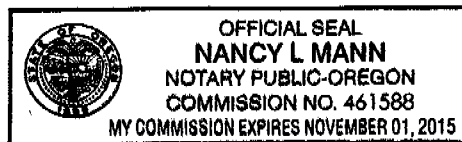
This instrument was acknowledged before me on May 27, 2015 by Joseph F. Matthews and Judith A. Matthews.

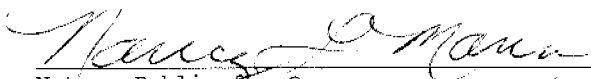



Notary Public for Oregon
My Commission expires: 11-1-15

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on May 27, 2015 by Thomas Starley.




Notary Public for Oregon
My Commission expires: 11-1-15