

2017-011275

Klamath County, Oregon



00211079201700112750060069

10/04/2017 02:28:28 PM

Fee: \$67.00

Returned at Counter

**AFTER RECORDING RETURN TO
PERSON RECORDING OR:**

Richard Fairclo
409 Pine Street, Suite 209

Driveway Easement

EFFECTIVE DATE: September 17, 2017

FROM:

James F. Stilwell, as Trustee of the James F. Stilwell Revocable Living Trust, "GRANTOR

TO:

Thaddeus Yarosh and Lillian A. Yarosh, husband and wife, "GRANTEES"

RECITALS:

1. Grantor is the owner of the property described in the attached Exhibit A.
2. Grantees have for several years accessed Grantees' property described in Exhibit B.
3. Grantor and Grantees desire to formalize the use of Grantees of Grantor's property for access.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF the mutual promises and covenants contained herein, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantees, their successors and assigns, an easement to access, inspect, maintain, and repair the **portion** of Grantor's **existing road**, approximately 15 feet in width and adjacent to, or nearly adjacent to, Grantee's parcel, as generally depicted on the attached Easement Site Map attached as Exhibit C. Said easement runs from South Etna Street and generally Southerly to 15 feet south of Grantees' southeast corner, being the southeast corner of Grantee's Tax Lot 7200, as depicted on Exhibit C.

2. Consideration. In consideration for this easement, the Grantee agrees to pay Grantor \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged.

3. Grantee's Use. Grantee shall use the easement only for the purpose of accessing, inspecting, maintaining, and repairing road. Grantor shall have no obligations to Grantees other than those obligations specifically set forth herein. Grantees shall expeditiously repair any damage to the surface of the easement strip, caused by Grantees' use.

4. Grantor's Use. Grantor reserves the right to use the surface of the easement, and the remainder of Grantor's property, for any and all purposes which do not unreasonably interfere with the exercise by Grantee of its rights under this easement.

5. Appurtenant Easement. The easement granted herein is appurtenant to the property of Grantee described in Exhibit B and shall run with the land.

6. Taxes and Assessments. Grantee shall be liable for all taxes and assessments, **if any**, that might accrue for Grantees' improvements located on the easement.

7. Indemnification. The parties agree to indemnify and defend the other from any liability to any third party which arises in any manner out of the use of the easement.

8. No Warranty. Grantees accept the easement "As Is." Further, Grantor makes no warranty or guarantees of condition of any portion of the easement.

9. Binding Effect. This easement shall be binding upon the parties and their successors and assigns.

10. Attorneys Fees and Representation. In the event of any suit or action to enforce this agreement, the prevailing party shall be entitled to, in addition to the statutory costs and disbursements, reasonable attorney fees and expert fees to be fixed by trial and appellate courts from the time such action is filed. This document was prepared by Richard Fairclo at the direction of the parties. Richard Fairclo represents Grantees and the parties are aware of Richard Fairclo having represented Grantor in the past on unrelated matters. The parties and Richard Fairclo are not aware of any conflict of interest that may exist, and the parties consent to Richard Fairclo's representation of Grantees. This document shall not be construed for or against any party by such representation and preparation.

11. Severability. If any provision or part of this Easement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable, then such part

Exhibit A

A tract of land described as follows: Beginning at an iron pin on the East West Quarter line which lies East along the quarter line a distance of 669.9 feet from the quarter section corner common to Sections 14 and 15, Township 39 South, Range 9 E.W.M. in Klamath County, Oregon, and running thence: Continuing East along the quarter line a distance of 50 feet to an iron pin; thence North $12^{\circ} 00'$ East a distance of 470.25 feet to an iron pin on the Southerly right of way line of South Etna Street; thence North $37^{\circ} 18'$ West along the Southerly right of way line of South Etna Street a distance of 243.4 feet to an iron pin; thence South a distance of 653.8 feet more or less to the point of beginning. Said parcel situate in the Southwest Quarter of the Northwest Quarter of Section 14, Township 39 S, R. 9 E.W.M.

SAVING AND EXCEPTING that portion lying South of the Easterly projection of the South line of Lot 18 of Summers Heights.

Exhibit B

A tract of land situated in Lots 20 and 21, "SUMMERS HEIGHTS" according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, the SW 1/4 NW 1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a fence corner on the Northeast corner of said Lot 21, "SUMMERS HEIGHTS" subdivision, thence South 0 degrees 16' West along the Easterly line of said subdivision a distance of 156.00 feet to a one-half inch iron pin; thence North 68 degrees 47' West a distance of 74.96 feet to a one-half inch iron pin; thence North 0 degrees 16' East a distance of 129.53 feet to a one-half inch iron pin on the Northerly line of said Lot 21; thence South 89 degrees 27' East along the Northerly line of said Lot 21 a distance of 70.00 feet to the point of beginning.

