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NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY

**AmériTitle**  
MTC 305162 AM

**2019-008066**

Klamath County, Oregon

07/17/2019 03:23:02 PM

Fee: \$87.00

**EASEMENT**

HARRIS Tornblad

17585 S. Clackamas River Drive

OREGON City, Oregon 97045

Grantor's Name and Address

Timothy L. Whitcomb

2442 Eberlein

Klamath Falls, OREGON

Grantee's Name and Address

After recording, return to (Name and Address):

SPACE RESERVED  
FOR  
RECORDER'S USE

THIS AGREEMENT made and entered into on June 14, 2019, by and  
between HARRIS Tornblad,  
hereinafter called grantor, and Timothy L. Whitcomb,  
hereinafter called grantee, WITNESSETH:

WHEREAS: Grantor is the record owner of the following described real property in Klamath County,  
Oregon (legal description of property):

Lot 8 in Block 305 of Darrow Addition to the  
city of Klamath Falls, Oregon

2452 Eberlein  
Klamath Falls, Oregon

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and grantee is the record owner  
of the following described real property in that county and state (legal description of property):

Lot 9 in Block 305 of Darrow Addition to the  
city of Klamath Falls, Oregon

2442 Eberlein  
Klamath Falls, Ore

NOW, THEREFORE, in consideration of \$ 0 paid by grantee to grantor, the receipt of which is  
acknowledged by grantor:

Grantor hereby grants, assigns and sets over to grantee an easement (description of the nature and type of easement granted):

Sole use & care of approx. 1 1/2' x 32' of property  
on the west side of grantors garage adjoining  
the east property line of grantees property.



Grantee 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 grantee'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, grantor shall have the full use and control of the above described real estate.

Grantee agrees to save and hold grantor harmless from any and all claims of third parties arising from grantee's use of the rights herein granted.

The period of this easement shall be 50 years, always subject, however, to the following specific conditions, restrictions and considerations:

Grantee to allow access for repair and maintenance of Garage by owner of 2452 EBERLEIN.  
Grantee assumes responsibility of care of existing fence & gate.

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 grantee's right of way shall be parallel with the center line and not more than N/A 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): ☒ grantor; ☐ grantee; ☐ both parties, share and share alike; ☐ both parties, with grantor responsible for \_\_\_\_\_% and grantee responsible for \_\_\_\_\_. (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 instrument 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 instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument on the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

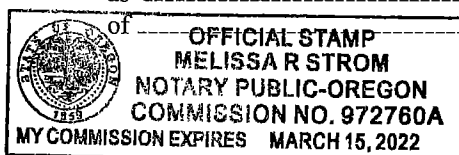
[Signature]

Harris L. Tornblad  
GRANTOR

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 14, 2019,  
by Harris L. Tornblad

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_



[Signature]  
Notary Public for Oregon  
My commission expires 3/15/22

[Signature]

Tim L. Whitcomb  
GRANTEE

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 14, 2019,  
by Tim L. Whitcomb aka Timothy L. Whitcomb

This instrument was acknowledged before me on \_\_\_\_\_,  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_



[Signature]  
Notary Public for Oregon  
My commission expires 3/15/22