

2020-001022

Klamath County, Oregon



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01/27/2020 10:44:01 AM

Fee: \$92.00

**APPURTENANT ROADWAY EASEMENT**

DATE: November \_\_\_\_, 2019

FIRST PARTY: Randolph T. Manion, Trustee

Yvette Smith Manion, Trustee

P.O. Box 3174

Cottonwood, AZ 86326

SECOND PARTY: James A. Vannice

30 Hamlet Street

Fall River, MA 02724

WITNESSETH:

WHEREAS: The First Party is the record owner of the following described real property in Klamath County, State of Oregon, described as follows:

NE 1/4 NW 1/4 SW 1/4 Section 17, Township 35 South, Range 10 East, Willamette Meridian, Klamath County, Oregon.

WHEREAS: The Second Party is the record owner of the following described real property in Klamath County, State of Oregon, described as follows:

The S 1/2 of the NW 1/4 SW 1/4 Section 17, Township 35 South, Range 10 East, Willamette Meridian, Klamath County, Oregon.

WHEREAS: The First party has the unrestricted right to grant the easement hereinafter described to the real property;

NOW, THEREFORE,

The First Party does hereby grant an easement to the Second Party as follows:

A nonexclusive easement for ingress, egress and roadway improvements over and across and along the East line 30 feet in width and 25 feet in height over the following described real property in Klamath County, State of Oregon, described as follows:

NE 1/4 NW 1/4 SW 1/4 Section 17, Township 35 South, Range 10 East, Willamette Meridian, Klamath County, Oregon.

ATM

Except as to the rights herein granted, the First Party shall have the full use and control of the above described real property.

The Second Party shall indemnify, defend and hold the First Party, its heirs, representations, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i) any damage, accident, injury or other similar occurrences in the Easement Area due to Second Partys' negligence or misconduct; or (ii) the use, maintenance or repair of the Easement Area by the Second Party, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, the liability of First Party hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of First Party in and to the First Party Property, and neither First Party, nor any of its heirs, representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder and Second Party hereby expressly waives and releases First Party and such heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.

During the existence of this easement, Second Party agrees to determine the need and perform regular maintenance of the easement at the Second Partys' sole expense and financial responsibility.

The Second Party is responsible for maintaining property insurance on the land with an Easement at the Second Partys' sole cost and financial responsibility; and will secure additional coverage as dictated by the circumstances.

Second Party shall pay annually 5% of First Partys' property taxes to cover that property tax now associated with the Easement. Payment will be made into a real estate escrow account established by the First Party. Payment instructions will be provided by the real estate escrow company.

The First Party may terminate the Easement under the following conditions or circumstances: i) should the Second Party fail to provide property insurance on the land with the Easement; ii) Second Party fail to maintain the Easement road in good condition; iii) the Easement is used for illegal purposes or is connected with illegal activities as determined by the County, State or Federal governments; and iv) 5% property tax payment is not made in accordance with the Real Estate Escrow Instructions.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only to the immediate parties hereto, but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

*RTM*

Any disputes regarding this Easement will be settle through mediation as defined in Oregon Real Estate Law. Claims between the First Party and the Second Party that have not been resolved by mediation, shall be submitted to final and binding private arbitration in accordance with Oregon Real Estate Laws.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first herein above written.

FIRST PARTY:

SECOND PARTY:

/s/ Randolph T. Manion

/s/ Yvette Smith Manion

/s/ James A. Vannice

STATE OF ARIZONA, County of Yavapai.

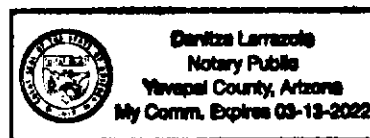
Personally appeared the above named Randolph T. Manion, Trustee and Yvette Smith Manion, Trustee, Trustees of the Mundy Trust, dated July 12, 2017, First Party, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

Before me: Daniza Larrazole  
Notary Public for ARIZONA

My Commissioner

Expires: 03/13/2022



STATE OF MASSACHUSETTS, County of Bristol.

Personally appeared the above named James A. Vannice, Second Party, and acknowledged the foregoing instrument to be his voluntary act and deed.

(S E A L)

Before me: Samantha Bradshaw  
Notary Public for Massachusetts

My Commissioner

Expires: 12/17/2021

