

2020-006767

Klamath County, Oregon



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Fee: \$112.00

After Recording Return to:
Daniel J. Silver
North Ridge Estates Receivership, LLC
606 Columbia Street NW, Suite 212
Olympia, WA 98501

NAME OF TRANSACTION: Amended and Restated Easement Agreement

NAMES OF PARTIES:

GRANTOR: North Ridge Estates Receivership, LLC

GRANTEES: Kirk and Mary Ann Crawford

CONSIDERATION:

N/A

CLERKS LIEN RECORD:

N

LEGAL DESCRIPTION:

Parcels 1 and 2 of Klamath County Land Partition 19-19;
Parcel 2 of Klamath County Land Partition 09-14

AMENDED AND RESTATED EASEMENT AGREEMENT

This Amended and Restated Easement Agreement (Restated Easement Agreement or Agreement) is entered into by and between North Ridge Estates Receivership, LLC (North Ridge), and Kirk and Mary Ann Crawford (Crawford). This Restated Easement Agreement amends and restates the Easement granted in Klamath County Land Partition 09-14, recorded on October 8, 2014 in the records of Klamath County, Oregon, Instrument 201410516.

Recitals

- A. At the request of North Ridge, Klamath County in 2014 approved Land Partition 0914. Land Partition 09-14 partitioned Lot 12 of Tract 1306 of the Second Addition to North Ridge Estates into two parcels: Parcel 1, consisting of 85.23 acres, and Parcel 2, consisting of 5.02 acres. Land Partition 09-14 included a declaration in which North Ridge granted a 30-foot wide access easement (Access Road Easement) over Parcel 1, for the benefit of Parcel 1 and Parcel 2, as shown on the plat annexed to Land Partition 09-14.
- B. North Ridge retained ownership of Parcel 1 and conveyed ownership of Parcel 2 to Crawford.
- C. At the request of North Ridge, Klamath County in 2019 approved Land Partition 1919t recorded on February 18, 2020 in the records of Klamath County, Oregon, Instrument 2020-2000. Land Partition 19-19 partitioned Parcel 1, as created in Land Partition 09-14, into two parcels: Parcel 1, consisting of 78.52 acres, and Parcel 2, consisting of 6.70 acres. The Access Road Easement is located on Parcel 1, as created in Land Partition 19-19.
- D. North Ridge and Crawford enter into this Restated Easement Agreement with the expectation that North Ridge will convey to Crawford Parcel 2, as created in Land Partition 19-19.
- E. A gate has been installed between North Ridge Drive and the Access Road Easement.
- F. The parties now wish to reaffirm the Access Road Easement previously granted, to further describe the scope of the Access Road Easement, and to clarify the parties respective rights and obligations with respect to the Access Road Easement.

In consideration of the mutual benefit gained by this Restated Easement Agreement, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Agreement

1. Definitions. As used in this Restated Easement Agreement:

"Owner" means any person holding beneficial interest in any Parcel, whether by deed, real estate contract, or other instrument evidencing ownership of the parcel.

"Parcel" means Parcel 1 of Land Partition 19-19; Parcel 2 of Land Partition 19-19; and Parcel 2 of Land Partition 09-14. "Parcel" also includes each new parcel that may be created by the further partition of such existing Parcels.

"Road" means the roadway established over the Access Road Easement, together with the gate between North Ridge Drive and the roadway.

2. Reaffirmation of Easement. The parties reaffirm the existence of the Access Road Easement granted in Land Partition 09-14.

3. Duration and Scope of Easement. The Access Road Easement shall be permanent and non-exclusive, and shall allow for ingress, egress, and the right to use the Road for the benefit of each Owner's respective Parcel.

4. of Maintenance. The Road shall be maintained in a safe condition so as to allow free and reasonable passage of such vehicular traffic as may be reasonable and necessary in order that all Owners may enjoy full and free use of the Parcels benefitted by the Access Road Easement. Maintenance shall include, but not be limited to road surfacing, shoulders, gate, signs, storm drainage facilities, and vegetation control.

5. Responsibility for Normal Road Maintenance. Except as provided in Paragraph 6 (Responsibility for Damage to Road), the Owner of the largest Parcel shall be responsible for maintaining the Road, including contracting for or undertaking the maintenance. This includes snow removal services. After performing Road maintenance, the Owner of the largest Parcel shall provide the other Owners one or more invoices describing the maintenance work performed and the cost of such work. All Owners shall share equally in the cost of such Road maintenance.

6. Responsibility for Damage to Road. If an Owner damages or disturbs the Road beyond normal vehicle and service ingress and egress, by conducting a major or out of-the-ordinary project, that Owner shall be responsible for promptly acting, at its sole expense, to restore the Road to a condition as near as possible to the condition in which it existed prior to the damage or disturbance.

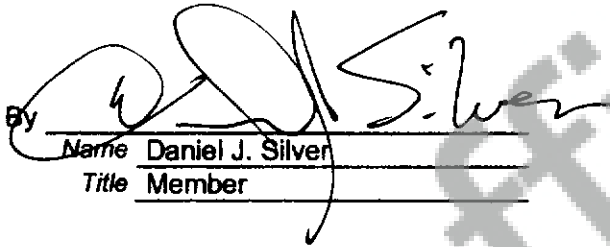
7. Remedies. If an Owner does not pay his or her share of normal Road maintenance costs within thirty (30) days after receiving an invoice, or if an Owner responsible for damage to the Road does not promptly restore the Road as provided in Paragraph 6, then any other Owner(s) may bring a civil action for money damages, specific

performance, or contribution in a court of competent jurisdiction. The prevailing party shall recover all court costs, arbitration fees, and attorney fees.

8. Running Covenant. This Restated Easement Agreement touches and concerns and shall run with the land described herein; is binding upon; and shall inure to the benefit of the parties and their respective successors, transferees, and assigns. If a new Owner acquires a Parcel, such new Owner shall be responsible for all past due charges, and any obligation under Paragraph 6 to repair Road damage, outstanding against any prior Owner of all or any portion of such Parcel.

IN WITNESS WHEREOF, the parties have entered into this Restated Easement Agreement as of the dates shown below.

North Ridge Estates Receivership, LLC

By 
Name Daniel J. Silver
Title Member

MaryAnne Crawford

Kirk Crawford

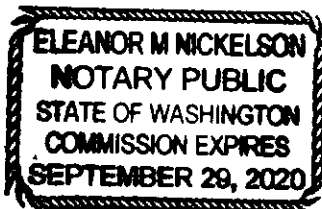
AMENDED AND RESTATED EASEMENT AGREEMENT

STATE OF WASHINGTON

COUNTY OF THURSTON

ss.

On this 1st day of JUNE, 2020, I certify that I know or have satisfactory evidence that Daniel J. Silver is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Member of North Ridge Estates Receivership, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Eleanor M. Nickelson
Printed Name Eleanor M. Nickelson
NOTARY PUBLIC in and for the State of Washington, residing
at Lacey, WA
My Commission Expires 9/29/2020

STATE OF OREGON

COUNTY OF KLAMATH

ss.

On this _____ day of _____, 2020, I certify that I know or have satisfactory evidence that Kirk Crawford is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Printed Name _____
NOTARY PUBLIC in and for the State of Washington, residing
at _____
My Commission Expires _____

AMENDED AND RESTATED EASEMENT AGREEMENT

LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Printed Name _____

NOTARY PUBLIC in and for the State of Washington, residing at _____

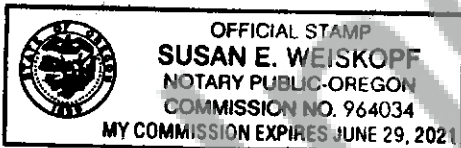
My Commission Expires _____

STATE OF OREGON

SS.

COUNTY OF KLAMATH

On this day of 2020, I Susan E. Weiskopf certify that I know or have satisfactory evidence that Kirk Crawford is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Susan E. Weiskopf
Printed Name Susan E. Weiskopf

NOTARY PUBLIC in and for the State of Oregon, residing at 708 Loma Linda Drive, Klamath Falls, OR 97601

My Commission Expires: 6/29/2021

STATE OF OREGON

SS.

COUNTY OF KLAMATH

On this day of , 2020, I Susan E. Weiskopf certify that I know or have satisfactory evidence that Mary Ann Crawford is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

AMENDED AND RESTATED EASEMENT AGREEMENT



Susan E. Weiskopf
Printed Name Susan E. Weiskopf

NOTARY PUBLIC in and for the State of Oregon, residing
at 708 Loma Linda Drive, Klamath Falls, OR 97601

My Commission Expires: 6/29/2021

Unofficial Copy