

Returned at Counter

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

2020-008640

Klamath County, Oregon



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07/15/2020 09:49:26 AM

Fee: \$112.00

EASEMENT

THIS AGREEMENT, made and entered into this 10 day of July, 2020, by and between Marcus Blankenship and Amy Blankenship, whose address is 5925 Grace Drive, Klamath Falls, OR 97601 hereinafter called Grantors, and Elmer C. Ogborn and Jo Anne M. Ogborn, whose address is 6128 Grace Drive, Klamath Falls, OR 97601, hereinafter called Grantees:

WITNESSETH

WHEREAS, Grantors are the record owner of the real property in Klamath County, State of Oregon more particularly described on the attached Exhibit A, and have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as 24 foot by 150 foot portion of Grantor's property consisting of the entirety southerly 150 feet of Grantor's property, more particularly delineated on the attached Exhibit C.

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and invitees shall use the easement for road purposes only, for access to the dominant property described on the attached Exhibit B, and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

4. This easement is appurtenant and for the benefit of the real property owned by Grantees and described on the attached Exhibit C.

5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. 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. **Miscellaneous.**

7.1 This Agreement may be amended only by an instrument in writing executed by all the parties.

7.2 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

7.3 Electronic and Facsimile Signatures. Electronic and Facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

7.4 Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

7.5 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.


7.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

7.7 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

7.8 Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

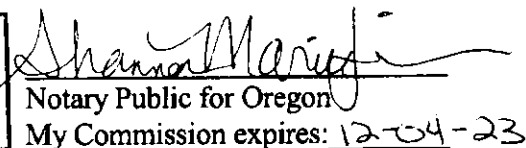
7.9 Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this day of April, 2020.


Amy Blankenship, Grantor


Jo Anne M. Ogborn, Grantee

Personally appeared before me this 10th day of July, 2020, the above-named Marcus Blankenship and Amy Blankenship, Grantors, and acknowledged the foregoing instrument to be their voluntary act and deed.



Personally appeared before me this 10th day of July, 2020, the above-named Elmer C. Ogborn and Jo Anne M. Ogborn, Grantees, and acknowledged the foregoing instrument to be their voluntary act and deed.

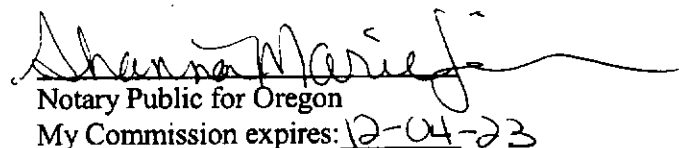


EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1 of Land Partition 29-08 situated in the NW 1/4 of Section 23, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and recorded in the Clerks office of Klamath County on February 9, 2009 in 2009-001604.

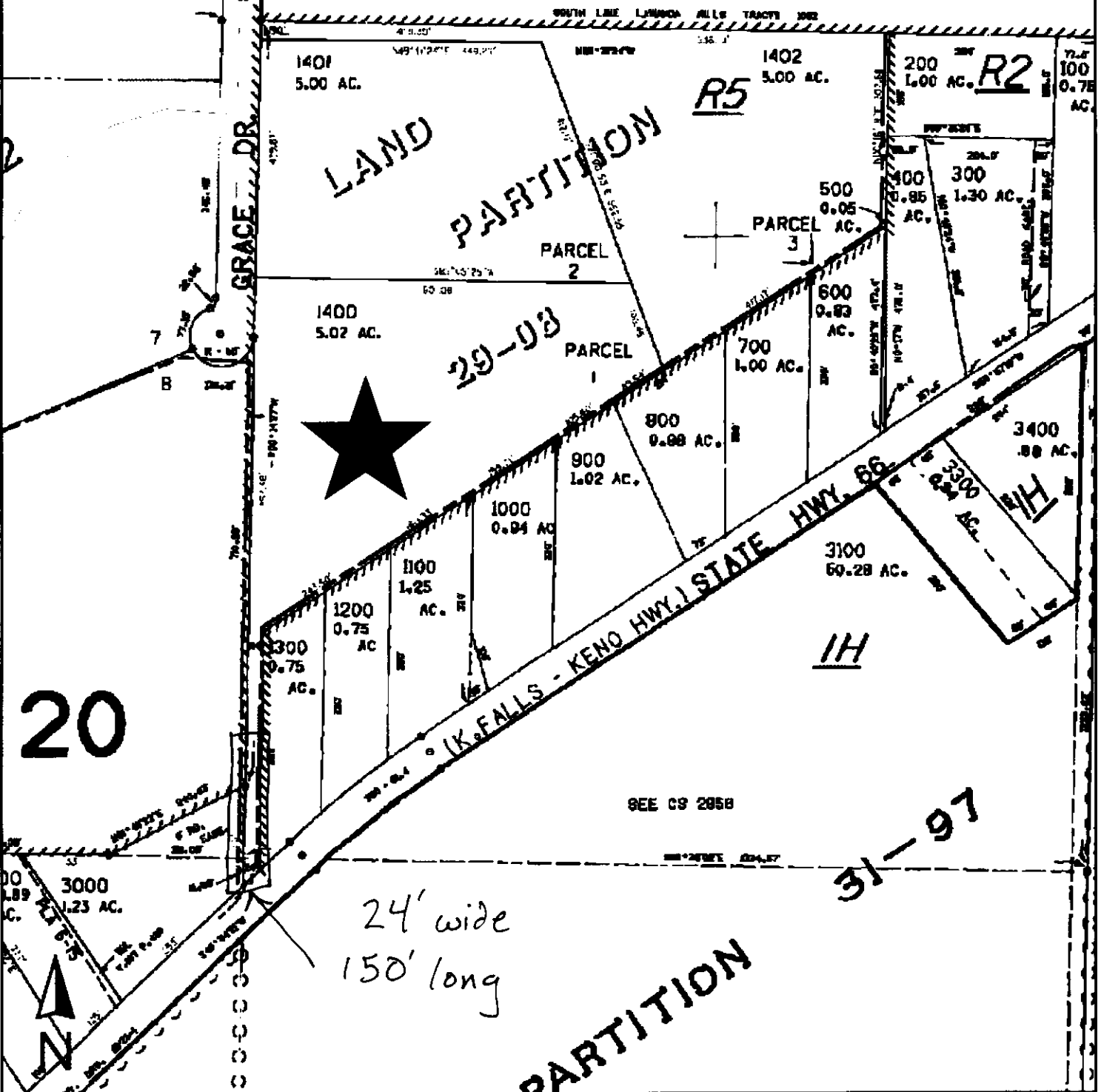
Exhibit B

Lot 8, in Block 6 of LaWanda Hills No. 2, Tract 1149, according to the official plat thereof on file in the office of the County Clerk of Klamath Falls, Oregon.

KLAMATH COUNTY

1"=200'

SEE MAP 39 08 14C



ParcelID: 497965

7929 Hwy 66

Klamath Falls, OR 97601

AmériTitle

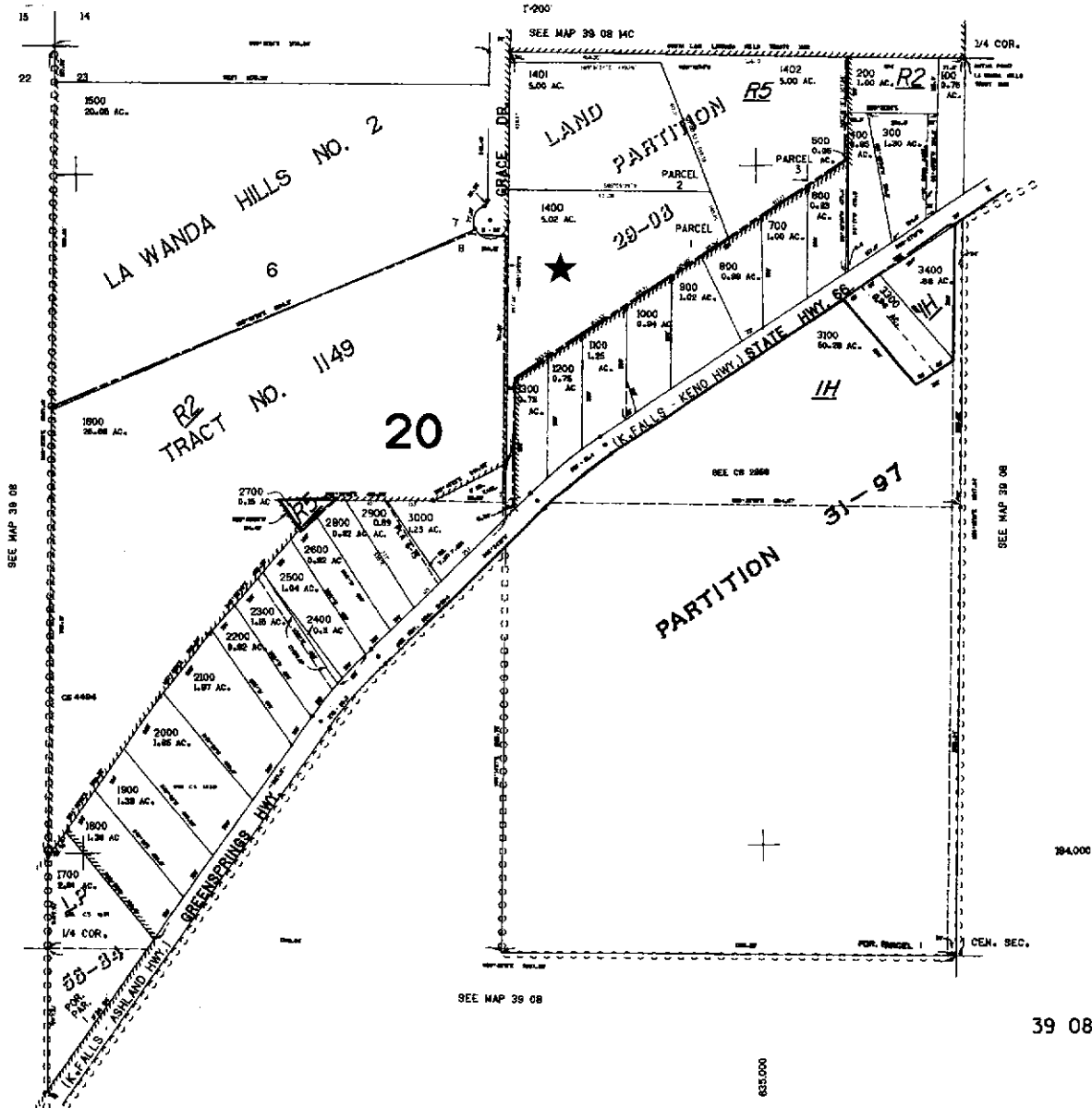
This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

EXHIBIT * C

REVISED 09-11-15
THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

NW1/4 SEC. 23 T.39S. R.08E. W.M.
KLAMATH COUNTY

39 08 23B



AmériTitle

ParcelID: 497965

7929 Hwy 66

Klamath Falls, OR 97601

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