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NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED

2020-014320

Klamath County, Oregon



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11/04/2020 01:04:47 PM

Fee: \$97.00

## EASEMENT

SPACE RESERVED  
FOR  
RECORDER'S USE

Zane M. Anderson & Bailey R. Anderson  
863 Linda Drive  
La Pine, Or 97739  
Grantor's Name and Address  
Albert Shirk & Kelli Fisher  
PO Box 2806  
La Pine, Or 97739  
Grantee's Name and Address

After recording, return to (Name and Address):

THIS AGREEMENT made and entered into on September 17, 2020, by and  
between Zane M. Anderson & Bailey R. Anderson,  
hereinafter called grantor, and Albert Shirk & Kelli Fisher,  
hereinafter called grantee, WITNESSETH:

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

An easement though the North 20 feet of the following:

Parcel 1 of Land Partition 8-17, replat Parcel 1 of Land Partition 31-03 located in the  
SE1/4 SE1/4 of Section 13, Township 23, Range 9 East of the Willamette Meridian, Klamath  
County, Oregon. Recorded January 2, 2018 in 2018-000003.

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):

Providing for ingress and egress to the following property:

Starting point 20 feet East of the Northwest corner of the SE1/4 of the SE1/4 of Section  
13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon,  
going South 220 feet; thence East 112 feet; thence North 220 feet; thence West 112 feet to the  
starting point.

NOW, THEREFORE, in consideration of \$ see Exhibit "B" 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):

see Exhibit "A"



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 perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

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:

n/a

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.

Zane Anderson  
Bailey Anderson  
 GRANTOR

STATE OF OREGON, County of Deschutes ss.  
 This instrument was acknowledged before me on September 20, 2020  
 by Zane Anderson  
 This instrument was acknowledged before me on September 20, 2020  
 by Bailey Anderson  
 as \_\_\_\_\_  
 of \_\_\_\_\_

Notary Public in and for the State of Oregon  
 My commission expires \_\_\_\_\_

OFFICIAL STAMP  
 WILLIAM WAYNE KRAJESKI  
 NOTARY PUBLIC - OREGON  
 COMMISSION NO. 982928  
 MY COMMISSION EXPIRES JANUARY 16, 2023  
William W. Krajeski

## EXHIBIT "A"

An easement through the North 20 feet of the following:

Parcel 1 of Land Partition 8-17, replat Parcel 1 of Land Partition 31-03 located in the SE1/4 SE1/4 of Section 13, Township 23, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Recorded January 2, 2018 in 2018-000003.

Providing for ingress and egress to the following property:

Starting point 20 feet East of the Northwest corner of the SE1/4 of the SE1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, going South 220 feet; thence East 112 feet; thence North 220 feet; thence West 112 feet to the starting point.



## MAK CONTRACTING, LLC.

DBA Git-R-Dumped

52376 Pine Forest Dr.

La Pine, Or 97739

To Whom it may concern,

I, Albert Shirk, do hereby agree to deliver driveway rock to Zane and Bailey Anderson at their home, located at 862 Linda Dr. La Pine, OR 97739, in exchange for a legal easement from their property to my property, the North 20 feet of the following: Starting point 20 feet East of the NW corner of the SE 1/4 of the SE 1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. (see signed, notarized easement access form from Zane and Baily Anderson).

I, Albert Shirk, promise to uphold our agreement and provide driveway rock to the satisfaction of Zane and Bailey Anderson.

A handwritten signature in black ink, appearing to read 'AL SHIRK', written over a horizontal line.

09/17/2020

AL SHIRK

Owner of Git-R-Dumped

LLC # 118857390