

After recording return to:  
Daniel William Van De Hey  
and Karla Jean Van De Hey  
PO Box 409  
Fort Klamath, OR 97626

2021-011806  
Klamath County, Oregon  
08/03/2021 10:38:01 AM  
Fee: \$132.00

## PROPERTY EASEMENT AGREEMENT

*State of Oregon*

### BACKGROUND

A. This Property Easement Agreement (hereinafter referred to as the "Easement") is entered into and made effective as of July 19th, 2021 (hereinafter referred to as the "Effective Date") by and between the Grantor of the Easement (hereinafter referred to as the "Grantor"), of the following address:

PHILIP AND GRETCHEN PATTI  
of  
769 Latina Court  
Henderson, NV  
89011

and the following Grantee of the Easement (hereinafter referred to as the "Grantee"), of the following address:

DANIEL WILLIAM AND KARLA JEAN VAN DE HEY  
of  
52106 Highway 62  
Fort Klamath, Or  
97626

B. *WHEREAS*, the Grantor is the owner of certain real property at the following address:

No. 74859 Map No. 3307-V2200-00100  
Government Lot 7 and the W1/2  
W1/2 W1/2 NE1/4 lying South of existing road (Crater Lake Highway – State  
Highway No. 62) in  
Section 22, Township 33 South, Range 7 1/2 East of the Willamette Meridian,  
Klamath County, Oregon

Said property is more fully described as follows:

Government Lot 7 and the W1/2

W1/2 W1/2 NE1/4 lying South of existing road (Crater Lake Highway – State Highway No. 62) in  
Section 22, Township 33 South, Range 7 1/2 East of the Willamette Meridian,  
Klamath County, Oregon

C. *WHEREAS*, the Grantee desires to acquire certain rights in the Servient Estate and the Grantor wishes to provide those rights.

*NOW, THEREFORE*, in consideration of the obligations and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do contract and agree as follows:

#### **I. GRANT OF EASEMENT.**

1. For valuable consideration, Grantor hereby grants to Grantee an easement on and across the following-described portion of the Servient Estate:

Northwest corner of property located at Government Lot 7 and the W1/2 W1/2 W1/2 NE1/4 lying South of existing road (Crater Lake Highway – State Highway No. 62) in  
Section 22, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon running south to the home located at physical address of Highway 62 Fort Klamath Oregon. NOTE: Original easement established May 16, 1960.

For the benefit of the dominate estate described as follows:

Government Lot 6, Section 22, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

2. Attached hereto as an Exhibit is the following described document showing the location of the Easement area:

Map of Lots and easement (Page 7).

#### **II. CHARACTER OF EASEMENT.**

3. It is the intention of the Parties that the Easement be granted appurtenant to the Dominant Estate, in that the Easement benefits the use and enjoyment of the Dominant Estate by the Grantee.

### **III. EASEMENT PURPOSE.**

4. The Easement will benefit the Grantee in the following manner:

Grantee and their designees will use easement as 30 foot wide driveway access to the home located at physical address 52106 Highway 62 Fort Klamath Oregon. Grantee will install and maintain gates required to access easement. Grantor will make repairs for any new ditches, culverts or other improvements that cause damage or obstruction to the roadway.

### **IV. DURATION, BINDING EFFECT, AND TERMINATION.**

5. This Easement shall begin on July 19th, 2021.

6. This Easement will terminate automatically upon the occurrence of the following event:

Easement will only be terminated if Grantor's successors or assigns purchase the lot identified as Map No. 3307-V2200-00100 Government Lot 7 and the W1/2 W1/2 W1/2 NE1/4 lying South of existing road (Crater Lake Highway – State Highway No. 62) in Section 22, Township 33 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon.

7. The Easement shall terminate if the purposes of the Easement cease to exist, are abandoned by the Grantee, or become impossible to perform.

8. This Agreement is made expressly for the benefit of, and shall be binding on, the heirs, personal representatives, successors in interest, and assigns of the respective Parties.

### **V. EXCLUSIVITY OF EASEMENT.**

9. The easement, rights, and privileges granted by this Easement are exclusive, and Grantor covenants not to convey any other easement or conflicting rights within the area covered by this grant.

## **VI. GRANTOR'S RIGHTS AND DUTIES.**

10. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the land subject to this Easement for any and all purposes that do not interfere with or prevent the use by Grantee of the Easement.

11. Grantor's retained rights include, but are not limited to, the right to build and use the surface of the Easement for drainage ditches and private streets, roads, driveways, alleys, walks, gardens, lawns, planting or parking areas, and other similar such uses.

12. The Grantor further reserves the right to dedicate all or any part of the property affected by this Easement to any city for use as a public street, road, or alley, if the dedication can be accomplished without extinguishing or otherwise interfering with the rights of Grantee in the Easement.

13. If the Grantor or any of Grantor's successors or assigns dedicates all or any part of the property affected by this Easement, the Grantee and its successors and assigns shall execute all instruments that may be necessary or appropriate to effectuate the dedications.

## **VII. GRANTEE'S RIGHTS AND DUTIES.**

14. Grantee shall have the duty to repair and maintain the property subject to the Easement and shall at all times keep the easement property accessible for the benefit of Grantor and any other concurrent user.

15. Grantee shall at all times act so as to safeguard Grantor's property.

16. Grantee shall have the right to keep access to the Easement open by removing vegetation and by cutting or trimming trees or vegetation that may encroach on the easement property.

#### **VIII. INDEMNIFICATION.**

21. To the fullest extent permitted by law, Grantee shall and hereby does indemnify, defend and hold harmless Grantor, Grantor's directors, officers, employees, agents and invitees and such persons who are in privity of estate, or to whom Grantor is legally responsible, from and against any and all claims, actions, judgments, damages, liabilities, costs and expenses, including attorneys' fees, in connection with loss of life, personal injury, bodily injury or damage to property arising from or out of any occurrence relating, directly or indirectly, to any acts or omissions of Grantee, or Grantee's directors, officers, employees, agents, contractors and invitees in the exercise of any of the rights and privileges granted herein, the use of the Easement Area described herein or otherwise undertaken by Grantee within the Easement Area, or with respect to any breaches or defaults by Grantee hereunder.

22. Excluded from the foregoing indemnity are any such losses relating to personal injury, death or property damage to the extent such losses are caused by the willful act or omission of Grantor or Grantor's employees, agents, or contractors.

#### **IX. ENTIRE AGREEMENT.**

23. This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement, whether oral or written, concerning the subject matter of this Agreement.

24. This Agreement supersedes any prior written or oral agreements between the Parties.

#### **X. SEVERABILITY.**

25. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

26. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

#### **XI. AMENDMENT.**

27. This Agreement may be modified or amended in writing, if the writing is signed by the Party obligated under the amendment.

#### **XII. GOVERNING LAW.**

28. This Agreement shall be construed in accordance with the laws of the State of Oregon.

#### **XII. NOTICE.**

29. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph of this Agreement or to such other address as one Party may have furnished to the other in writing.

#### **XIII. WAIVER OF CONTRACTUAL RIGHTS.**

30. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

\_\_\_\_\_



IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

**EXECUTION:**



PHILIP PATTI, Grantor

7-17-2021

Date

\_\_\_\_\_  
GRETCHEN PATTI, Grantor

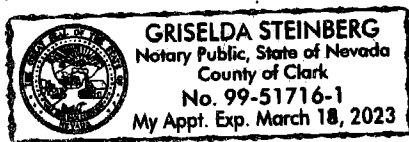
\_\_\_\_\_  
Date

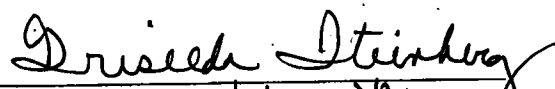
Notary Acknowledgment  
To Property Easement Agreement

State of NV  
County of Clark

On this 17th day of July, 2021, personally appeared before me the above named Philip Patti and Gretchen Patti, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



  
Notary Public for State of NV  
My Commission expires: 3/18/23



IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

**EXECUTION:**

\_\_\_\_\_  
PHILIP PATTI, *Grantor*

\_\_\_\_\_  
Date

*Gretchen Patti*  
\_\_\_\_\_  
GRETCHEN PATTI, *Grantor*

7.15.2021  
\_\_\_\_\_  
Date

Notary Acknowledgment  
To Property Easement Agreement

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me the above named Philip Patti and Gretchen Patti, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

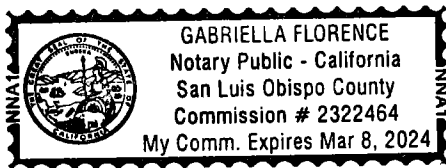
State of California

County of San Luis Obispo

On July 15, 2021 before me, Gabriella Florence, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Gretchen Patti  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gabriella Florence  
Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

**EXECUTION:**



DANIEL WILLIAM VAN DE HEY, *Grantee*

8-2-21

Date



KARLA JEAN VAN DE HEY, *Grantee*

8/2/21

Date

Notary Acknowledgment  
To Property Easement Agreement

State of Oregon  
County of Klamath

On this 2 day of August, 2021, personally appeared before me the above named Daniel William Van De Hey and Karla Jean Van De Hey, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.



Notary Public for Oregon  
My Commission expires: 10/23/2022

