

2021-014807

Klamath County, Oregon

09/30/2021 12:44:01 PM

Fee: \$117.00

When recorded return to:

Katie Jo Johnson

McEwen Gisvold LLP

1100 SW Sixth Avenue, Suite 1600

Portland, OR 97204

EASEMENT

DATE: ~~August 3~~ ^{SEPTEMBER 14}, 2021

GRANTOR: Michelle Ann Sharp and Richard Edwin Sharp (collectively, the "Sharps")

GRANTEE: Erika A. Bentsen, now known as Erika A. Norris ("Bentsen")

RECITALS

A. The Sharps own that certain real property situated in Klamath County, Oregon, more particularly described in the attached Exhibit A (hereafter referred to as the "Sharps Parcel").

B. Bentsen owns that certain real property situated in Klamath County, Oregon, more particularly described in the attached Exhibit B (hereafter referred to as the "Bentsen Parcel").

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter set forth:

1. In consideration for the payment of the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), receipt of which is hereby acknowledged, and for other valuable consideration and in consideration of the mutual promises contained herein, The Sharps grant and convey to Bentsen, as the owner of the Bentsen Parcel, a perpetual, nonexclusive easement across, over and under the Sharps Parcel which consists of an existing roadway, as shown on the attached Exhibit C (the "Easement Area"), for the purpose of providing agricultural, recreational and/or single-family residential ingress and egress access to the Bentsen Parcel by Bentsen and her invitees, guests, agents and independent contractors and for the purpose of maintaining and repairing existing utility services incidental thereto within the Easement Area. This easement shall be used for access to the Bentsen Parcel by the owner thereof, and her invitees, guests, agents and independent contractors only for the purposes described herein. The easement will not provide access to the public for any purpose and will not be deemed a gift or dedication of any portion of the Sharps Parcel or the Easement Area to the general public for any public purpose whatsoever, it being the parties' intention that this Agreement be strictly limited to and for the purposes expressed herein.

2. The easement granted hereby is appurtenant to and for the benefit of the Bentsen Parcel. Said easement and the covenants contained herein are perpetual and shall run with the land and be binding upon the owners of the land, and their heirs, successors and assigns.

3. Pursuant to ORS 105.175, the Sharps and Bentsen, along with their respective heirs, successors and assigns, do hereby agree to maintain said easement in proportion to their respective use made of the easement. The owner of the Bentsen parcel shall be responsible for thirty-three percent (33%) of the costs of normal maintenance and repair. The owner of the Sharps Parcel shall be responsible for the arrangement and completion of all maintenance and repair work to the roadway in the Easement Area. The owner of the Bentsen Parcel shall have no right to perform or cause to be performed any maintenance work on the roadway within the Easement Area without the express written permission of the owner of the Sharps Parcel. The owner of the Bentsen Parcel shall pay within ten (10) days after written request from the owner of the Sharps Parcel such proportionate share of verified third-party costs of normal maintenance and repair to the Easement Area necessary or appropriate to maintain the Easement Area in the condition as existed on the date of this Agreement. Notwithstanding the foregoing, should the roadway or other easement improvements be damaged more than ordinary wear and tear, the party causing the damage, or whose agents, employees, or invitees caused the damage, shall bear the total cost of repair necessitated by such damage.

4. For vehicular access, under normal driving conditions, owners of the Sharps Parcel and the Bentsen Parcel shall not drive vehicles across the easement at speeds that exceed 10 miles per hour.

5. This Easement is appurtenant to the Bentsen Parcel. However, in the event of any partition or subdivision of the Bentsen Parcel into separate lawfully established units of land, as that term is defined in ORS 92.010(3)(a), this Easement shall remain appurtenant to only the largest remaining portion of the Bentsen Parcel. It is the intention of the parties that this provision shall not prohibit the owner of the Bentsen Parcel from dividing the Bentsen Parcel into multiple tax lots subject to separate assessment by the County in which the Bentsen Parcel is situated.

6. The owner of the Bentsen Parcel agrees to indemnify and defend the owner of the Sharps Parcel from any loss, claim or liability to the owner of the Sharps Parcel arising in any manner out of the owner of the Bentsen Parcel's use of the easement.

7. This easement is subject to all existing encumbrances of record.

8. In the event either party must file a lawsuit against the other to enforce the terms of this Easement Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to statutory costs, the prevailing party's attorney fees at trial and on appeal.

9. This agreement, the rights and obligations of the parties, shall be binding upon and insure to the parties respective heirs, successors and assigns.

IN WITNESS WHEREOF, the foregoing was executed the day and year first above written.

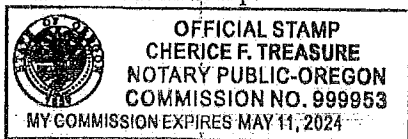
GRANTOR:

MICHELLE ANN SHARP

By: *Michelle Sharp*
Michelle Ann Sharp

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me this 8 day of September, 2021, by
Michelle Ann Sharp.



Cherice F. Treasure
Notary Public for Oregon
My commission expires: 5-11-2024

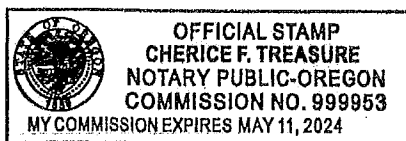
GRANTOR:

RICHARD EDWIN SHARP

By: *Richard Edwin Sharp*
Richard Edwin Sharp

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me this 8 day of September, 2021, by
Richard Edwin Sharp.



Cherice F. Treasure
Notary Public for Oregon
My commission expires: 5-11-2024

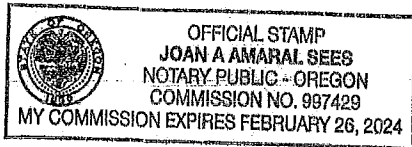
GRANTEE:

ERIKA A. BENTSEN, NOW KNOWN AS ERIKA A. NORRIS

By: ERIKA A BENTSEN now known as ERIKA A NORRIS
Erika A. Bentsen, now known as Erika A. Norris

STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me this 3rd day of SEPTEMBER 2021, by
Erika A. Bentsen, now known as Erika A. Norris.



Joan A. Amaral Sees
Notary Public for Oregon
My commission expires: FEBRUARY 26, 2024

EXHIBIT A
Sharps Parcel

That real property situated in Klamath County, Oregon, described as:

A tract of land situated in the NW 1/4 of Section 23, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

That portion of the NW 1/4 of said Section 23 lying Northeasterly of the Sprague River Highway.

ALSO

That portion of the NE 1/4 of Section 22, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Sprague River Highway, as created by and approved in PLA-15-05.

EXHIBIT B
Bentsen Parcel

That real property situated in Klamath County, Oregon, described as:

Government Lots 20, 21, 28 and 29 of Section 13, and Government Lots 17, 24, 25 and 32 of Section 14, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Unofficial
Copy



Michelle McBride, PLS
P.O. Box 1885
Klamath Falls, Oregon 97601
office • 541 -887-2446
www.mcbridesurveying.com

Exhibit C

INGRESS/EGRESS EASEMENT

An easement, 30.00 feet in width, for the purpose of the ingress/egress access upon that certain parcel of land being a portion of Section 22 & 23, Township 36 South, Range 11 East, Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

The North 30.00 feet of the West 60.00 feet of the Northwest Quarter of said Section 23;

TOGETHER WITH: The North 30.00 feet of the Northeast Quarter of said Section 22, North 89°47'09" West 1909.7 feet more or less, to the Easterly right of way Sprague River Hwy.

The Basis of Bearing of this description is the Bend-Klamath Falls Zone of the Oregon Coordinate Reference System (OCRS).

Date: March 18, 2020
MSM Project # 1113-19



