

After Recording Return to:  
Melvin D. Ferguson, Esq.  
514 Walnut Ave.  
Klamath Falls, OR 97601

## EASEMENT

This Agreement is entered into this 12 day of November 2021 by and between Jonathan R. Hobbs and Jeremy W. Hobbs, co-conservators of Judith F. Hobbs-West, c/o 514 Walnut Ave., Klamath Falls, Oregon 97601 (hereinafter referred to as "Grantee"); Robin M. Gilmore and Ronald M. Gilmore Jr., 2056 Lawrence Street, Klamath Falls, Oregon 97601 (hereinafter referred to as "Grantors"); and Kathryn Stephens, 2040 Lawrence Street, Klamath Falls, Oregon 97601 (hereinafter referred to as "Stephens").

## RECITALS

A. Grantors are the owners of the following described property:

Lot 7 and all of Lot 8, EXCEPTING the Westerly 20 feet thereof, in Block 14 of HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated alley which inurred thereto by Ordinance No. 01-01, recorded in Volume M01, Page 4627, Microfilm Records of Klamath County, Oregon.

Hereinafter known as the "Grantors Tract".

B. Grantee is the owner of the following described property:

Lot 9 and the West 20 feet of Lot 8, Block 14, of Hillside Addition, to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Hereinafter known as the "Grantee Tract".

C. Stephens is under contract to purchase from Grantee that real property described in paragraph B above.

D. Judith Hobbs-West has been declared incapacitated by the court. Judith Hobbs-West is acting by and through her appointed co-conservators, Jonathan R. Hobbs and Jeremy W. Hobbs, pursuant to the case In the Matter of the Guardianship and Conservatorship of Judith F. Hobbs-West, Klamath County Circuit Court Case No. 21PR00860.

- E. Grantors and Grantee have determined pursuant to an independently commissioned survey that an HVAC unit and storage shed owned by Grantee encroaches on the property owned by Grantors more specifically referenced in paragraph A above.
- F. Grantors and Grantee have also determined that Grantee planted fast growing trees on the border of Grantors' and Grantee's property which may encroach on Grantors' property. Said trees if not trimmed and maintained, have the ability to block Grantors view of Mt. Shasta.
- G. Grantors are willing to permit Grantee's HVAC unit and storage shed to encroach on Grantors property and permit planted trees to encroach on Grantors' property conditioned upon Grantee maintaining and trimming the trees so that Grantors maintain an unobstructed view of Mt. Shasta.
- H. Stephens, who will become the new fee title owner of Grantee's property described in paragraph B above has no objections to this agreement and agrees to abide by the obligations of Grantee once Stephens becomes fee title owner of that property described in paragraph B above.

WHEREFORE the parties agree as follows:

1. Grant of Easement. Grantors grant to Grantee for the benefit of the Grantee Tract, a private, perpetual, non exclusive five (5) foot wide easement described below for the placement of the Grantee's HVAC unit, storage shed and planted trees:

A tract of land being a portion of vacated alley in Block 14 of Hillside Addition to Klamath Falls and a portion of Lot 8, Block 14 of Hillside Addition to Klamath Falls, situated in the NW 1/4 NW 1/4 of Section 28, T38S, R9EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Northerly line of said Lot 8 from which the Northwest corner of said Lot 8 bears S68°46'00"W 20.00 feet; thence leaving said Northerly line, S21°14'00"E 150.00 feet to the centerline of the said vacated alley; thence N68°46'00"E, along the said centerline, 5.00 feet; thence leaving said centerline of alley, N21°14'00"W 150 feet to a point on the Northerly line of said Lot 8; thence S68°46'00"W, along said Northerly line 5.00 feet to the point of beginning with bearings based on record of Survey No. 6540, on file in the office of the Klamath County Surveyor.

Hereafter referred to as "Easement Area". No other intrusion into the Grantor Tract is permitted except for already planted trees.

2. Nature of Easement. The Easement granted herein will be appurtenant to and for the benefit of the Grantee Tract. Any conveyance of fee title of the Grantee Tract will include a conveyance of the Easement, regardless of whether the Easement is specifically identified in the instrument of conveyance. The Easement will run with the land.

3. Consideration. As consideration for the granting of this Easement Grantee agrees to maintain and trim on as an as needed basis those trees located on the border of the Grantee and Grantor Tracts which may encroach on the Grantor Tract so that the Grantor Tract occupants maintain from their residence an unobstructed view of Mt. Shasta.
4. Maintenance. Grantee will, at Grantee's sole cost and expense, maintain Grantee's HVAC unit and storage shed and comply with Section 3 of this Easement. Grantee, at Grantee's sole cost and expense will, in addition, repair any damage to the Easement Area caused by Grantee in exercising Grantee's easement rights and restore the Easement Area to its condition prior to said damage occurring. If Grantee fails to maintain and trim the trees to Grantor's reasonable satisfaction and/or if Grantee fails to repair any damage to the Easement Area caused by Grantee then Grantors may, following 30 days written notice to Grantee effect the necessary repairs and/or trimming and maintenance of the trees and submit an invoice to Grantee for payment with interest to be charged on the unpaid obligation at 9 percent per annum. In the alternative Grantor may seek to terminate the easement in court.
5. No Dedication. Nothing contained herein will be deemed to be a gift or dedication of any portion of the Easement Area to the general public, for the general public, or for any public use or purpose whatsoever.
6. Indemnity/Attorney Fees. Grantee will indemnify and hold Grantors harmless from and against all claims, damages, losses, causes of action, costs, and expenses (including without limitation, attorney fees) which may be asserted against or incurred by Grantors as a result of any act or omission of Grantee or its agents, contractors, employees or invitees related to the use of the Easement Area. In the event of any litigation or other proceedings brought to enforce, interpret or terminate this Easement, the prevailing party in such proceedings will be entitled to recover from the other party the reasonable attorney fees and other costs incurred by the prevailing party in the proceedings or any appeal therefrom.
7. Successors. This Easement will be binding on, and inure to the benefit of the owners of the Grantors Tract and the Grantee Tract and their respective heirs, successors, and assigns.
8. Amendment/Construction. This Agreement may only be amended by a written instrument executed by the then current owners of the Grantors and Grantee Tracts. The rule of construction that in the event of any ambiguity with the language of the easement the easement language shall be construed against the drafter of the easement shall not apply.
9. No Partnership. None of the terms or provisions of this Easement will be deemed to create a partnership between or among the parties, nor will it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor will it be construed to create any third-party beneficiary rights in any person who is not an owner of the Grantee or Grantors Tract.

10. Consents. Whenever the consent or approval of a party is required to be given hereunder, such consent or approval will not be unreasonably withheld, delayed, or conditioned unless the provision in question expressly stipulates another standard of approval.
11. Notices. Any notices required or permitted by this Easement must be in writing and given by delivering the same in person to the recipient or by sending the same by registered or certified mail, return receipt requested, with postage prepaid, to the address of the Grantors or Grantee Tract, as applicable, as shown on the current records of the tax assessor for Klamath County, Oregon, with respect to the Tract in question.
12. Counterparts. This Easement 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.
13. Governing Law. This Easement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict of laws principles.
14. Acknowledgment. The parties hereto acknowledge that this Easement has been drafted by Melvin D. Ferguson as the attorney for Grantee. Other parties to this Easement have been advised to consult with their own counsel.
15. Affirmation. Stephens acknowledges she has read and understands the terms of this Easement and upon becoming fee title owner of the Grantee Tract agrees to be bound by the obligations of Grantee as provided by this Easement.

GRANTORS:

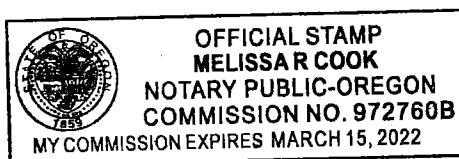
Robin M. Gilmore 11-17-21  
Robin M. Gilmore Date

Ronald M. Gilmore, Jr. 11-17-21  
Ronald M. Gilmore, Jr. Date

STATE OF OREGON )  
 ) ss.  
County of Klamath )

m.  
R.G.

This instrument was acknowledged before me on November 17, 2021, by Robin M. Gilmore and Ronald M. Gilmore, Jr.



M. Cook

Notary Public for Oregon  
My commission expires: 3/15/22

GRANTEE:

Conservatorship of Judith Hobbs-West

By: Jonathan R. Hobbs 11/15/21  
Jonathan R. Hobbs, Conservator Date

This instrument was acknowledged before me on November 15, 2021, by Jonathan R. Hobbs, Conservator for the Conservatorship of Judith Hobbs West.



M. R. Cook

Notary Public for Oregon  
My commission expires: 3/15/22

Conservatorship of Judith Hobbs-West

By: \_\_\_\_\_  
Jeremy W. Hobbs, Conservator Date

Signed in Counterpart

STATE OF CALIFORNIA )  
 ) ss  
County of \_\_\_\_\_ )

On November \_\_, 2021 before me, \_\_\_\_\_, Notary Public, personally appeared Jeremy W. Hobbs who provided me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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 \_\_\_\_\_

## Conservatorship of Judith Hobbs-West

Signed on Counterpart

By: \_\_\_\_\_  
Jonathan R. Hobbs, Conservator                      Date \_\_\_\_\_

This instrument was acknowledged before me on November \_\_\_, 2021, by Jonathan R. Hobbs, Conservator for the Conservatorship of Judith Hobbs West.

Notary Public for Oregon  
My commission expires:

## Conservatorship of Judith Hobbs-West

By: Jeremy W. Hobbs 11-12-21  
Jeremy W. Hobbs, Conservator Date

STATE OF CALIFORNIA )  
 ) ss  
County of Riverside )

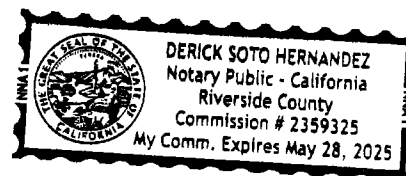
**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

On November 12, 2021 before me, Derick Soto Hernandez, Notary Public, personally appeared Jeremy W. Hobbs who provided me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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 Renee Loto Hernandez



By: Kathryn Stevens 11/16/2021  
KS Kathryn Stevens Date  
Kathryn Stephens

STATE OF OREGON )  
County of Polk ) ss.  
~~Klamath~~ )

This instrument was acknowledged before me on November 16, 2021, by Kathryn  
~~Stevens~~  
as Stephens

Cheryl Ann Morrison  
Cheryl Ann Morrison Notary Public for Oregon  
My commission expires: 10/18/2024

