

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

2022-007954
Klamath County, Oregon
06/28/2022 02:01:01 PM
Fee: \$92.00

EASEMENT

THIS AGREEMENT, made and entered into this 25 day of June, 2022, by and between Kurt Denton Potter, whose address is PO Box 308, Sprague River, Oregon 97639, hereinafter called Grantor, and Kurt Denton Potter and Jeanne Marie Potter, whose address is PO Box 308, Sprague River, Oregon 97639, hereinafter called Grantees:

WITNESSETH

WHEREAS, Grantor is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Parcel 1:
SW¼SW¼ of Section 25, Township 35 South, Range 10 East of the Willamette Meridian,
Klamath County, Oregon.

And has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor, more particularly described as:

Parcel 1:
SW¼SW¼ of Section 25, Township 35 South, Range 10 East of the Willamette Meridian,
Klamath County, Oregon.

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 property described in paragraph 9 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. Grantor reserves 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, Grantor's right of use shall be dominant.

3. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantor may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the

original easement. Such amendment of the description shall be effective whether or not signed by Grantees, but Grantees shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

4. Gates may be installed on Grantor's property. Grantor may install locks. Grantees shall use a separate lock and shall relock the gate after passage when locked by Grantor.

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

6. This easement is appurtenant and for the benefit of the real property owned by Grantees and described below in paragraph 9. The Easement shall be 30-feet in width and shall be located on the currently existing road travelling from the terminus of Moccasin Lane at the Southwest corner of Grantor's property and travel easterly to the easterly boundary of Grantor's property described above.

7. 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 Grantor and Grantees, their heirs, successors and assigns.

8. This easement is granted subject to all prior easements or encumbrances of record.

9. The following is a description of the Grantees dominant property to which this easement is appurtenant;

Parcel 4:

The SE1/4 of Section 24, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 25 day of June, 2022.


Kurt Denton Potter, Grantor

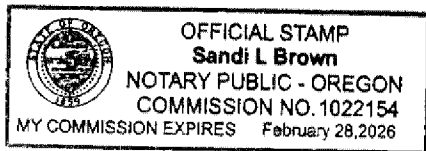

Kurt Denton Potter, Grantee


Jeanne Marie Potter, Grantee

****Notaries Follow****

STATE OF OREGON)
) ss.
County of COOS)

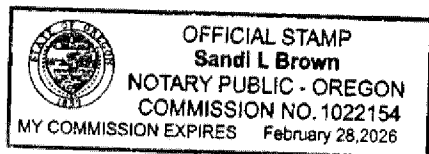
Personally appeared before me this 25 day of June, 2022, the above-named Kurt Denton Potter, Grantor and acknowledged the foregoing instrument to be his voluntary act and deed.



Sandi L Brown
Notary Public for Oregon
My Commission expires: 2-28-2026

STATE OF OREGON)
) ss.
County of COOS)

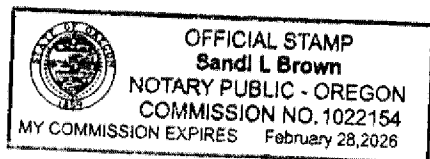
Personally appeared before me this 25 day of June, 2022, the above-named Kurt Denton Potter, Grantee and acknowledged the foregoing instrument to be his voluntary act and deed.



Sandi L Brown
Notary Public for Oregon
My Commission expires: 2-28-2026

STATE OF OREGON)
) ss.
County of COOS)

Personally appeared before me this 25 day of June, 2022, the above-named Jeanne Marie Potter, Grantee and acknowledged the foregoing instrument to be her voluntary act and deed.



Sandi L Brown
Notary Public for Oregon
My Commission expires: 2-28-2026