



2022-007956  
Klamath County, Oregon  
06/28/2022 02:01:01 PM  
Fee: \$107.00

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

EASEMENT

THIS AGREEMENT, made and entered into this 18<sup>th</sup> day of June, 2022, by and between Kurt Denton Potter, whose address is PO Box 308, Sprague River, Oregon 97639, hereinafter called Grantor, and Brittany A. Stephens, whose address is 2608 El Segundo Drive, Rancho Cordova, California 95670 hereinafter called Grantee:

WITNESSETH

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

Parcel 1:  
SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2:  
The W $\frac{1}{2}$  of the S $\frac{1}{2}$  of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 25, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3:  
The E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  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 Grantee, her heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor, more particularly described as:

Parcel 1:

SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2:

The W $\frac{1}{2}$  of the S $\frac{1}{2}$  of the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 25, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3:

The E $\frac{1}{2}$  of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  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. Grantee, her agents, independent contractors and invitees shall use the easement for road purposes only, for access, ingress and egress to the Grantee's property described in paragraph 8, to which property this easement is appurtenant and benefits. In conjunction with such use Grantee 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, provided, however, that there is no extended, unreasonable impact upon the rights to access, ingress and egress granted to grantee above. The provisions of ORS 105.170 through ORS 105.185 control the obligations and responsibilities set forth therein.

3. 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. Gates may be narrower than 30-feet, provided the gates allow safe and adequate passage of vehicles used for purposes consistent with the land of Grantor and Grantee. Grantor reserves the right to relocate the road at any time, at his own cost, 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 Grantee in the original easement. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

4. Locked gates may be installed by Grantor, provided that Grantee can access the easement by way of a separate lock and shall relock the gates after passage. Travel shall be at reduced speeds to eliminate unnecessary damage to the easement and dust to adjoining land.

5. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of her use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon not caused by an act of Grantor in violation of a legal duty, including those duties provided for or created under this Easement.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.


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

8. The following is a description of the Grantee's dominant property to which this easement is appurtenant:

E1/2 of the SE1/4 of the SE1/4 of Section 25, Township 35 S, Range 10 East of the Willamette Meridian, County of Klamath, State of Oregon.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 25<sup>th</sup> day of June, 2022.

  
Kurt Denton Potter, Grantor

  
Brittany A. Stephens, Grantee

\*\*Notaries Follow\*\*

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

4. Locked gates may be installed by Grantor, provided that Grantee can access the easement by way of a separate lock and shall relock the gates after passage. Travel shall be at reduced speeds to eliminate unnecessary damage to the easement and dust to adjoining land.

5. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of her use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon not caused by an act of Grantor in violation of a legal duty, including those duties provided for or created under this Easement.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.

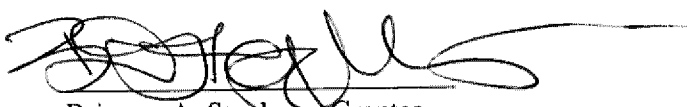
7. This easement is granted subject to all prior easements or encumbrances of record.

8. The following is a description of the Grantee's dominant property to which this easement is appurtenant:

E1/2 of the SE1/4 of the SE1/4 of Section 25, Township 35 S, Range 10 East of the Willamette Meridian, County of Klamath, State of Oregon.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 18th day of June, 2022.

\_\_\_\_\_  
Kurt Denton Potter, Grantor

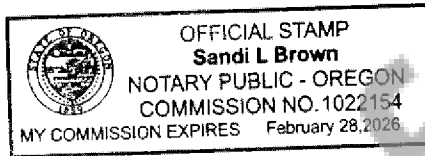
  
\_\_\_\_\_  
Brittany A. Stephens, Grantee

\*\*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, 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



CALIFORNIA ACKNOWLEDGEMENT

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 SACRAMENTO ) ss.

On JUNE 18, ~~2015~~ <sup>2022</sup> before me, MELVIN MARIO, Notary Public, personally appeared Brittany A. Stephens, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument is 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.

(SEAL)

Melvin Mario  
Notary Public

