

Klamath County
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Klamath County, Oregon



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SHARED WELL, ACCESS AND UTILITY 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 11th, 2022 (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:

MICHAEL E. LUND AND GLENDA G. LUND
of
15050 Keno Worden Rd.
Klamath Falls, OR 97603

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

JARED ALLENSWORTH AND DESTINY ALLENSWORTH
of
Keno Worden Rd
Klamath Falls, OR 97603

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

15050
Keno Worden Rd.
Klamath Falls OR 97603

Said property is more fully described as follows:

Lot 4, Block 2 of Klamath River Sportsman's Estates, a subdivision in Klamath County, OR

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 ACCESS AND UTILITY easement on and across the following-described portion of the Servient Estate:

Shared driveway leading from Grantor's property to the Grantee's property.
Said easement to be appurtenant to Lot 5, Block 2 of Klamath River Sportman's Estates, a subdivision in Klamath County, OR. And to run with the properties.

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

Exhibit A, map

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:

Shared driveway access, plus utility and shared well access

IV. DURATION, BINDING EFFECT, AND TERMINATION.

5. This Easement shall begin on July 11th, 2022.

6. This Easement will continue until the Parties agree in writing to terminate this Agreement.

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 or county 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 free and open 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.

17. Grantee shall have the right to cut and trim trees or shrubbery that may encroach on the easement property. Grantee shall dispose of all cuttings and trimmings by hauling them away from the premises.

VIII. FAILURE TO PERFORM.

18. Should Grantee fail to perform any covenant, undertaking, or obligation arising under this Easement, all rights and privileges granted shall terminate and the provisions of this Agreement creating the Easement shall be of no further effect.

19. In such a case, within thirty days of receipt of a written demand from Grantor, Grantee shall execute and record all documents necessary to terminate the Easement of record.

20. Should Grantee fail or refuse to record the necessary documents, Grantor shall be entitled to bring an action for the purpose of declaring the Easement to be terminated.

IX. 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.

X. 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.

XI. 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.

XII. AMENDMENT.

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

XIII. GOVERNING LAW.

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

XIV. 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.

XV. 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:

Michael E. Lund Glenda G. Lund
MICHAEL E. LUND AND GLENDA G. LUND, Grantor

7/11/22
Date

Jared Allensworth Destiny Allensworth
JARED ALLENSWORTH AND DESTINY ALLENSWORTH, Grantee

7/11/22
Date

STATE OF OREGON
COUNTY OF KLAMATH

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of JULY 20 22, within my jurisdiction, the within named Michael E. Lund and Glenda G. Lund Grantor, and Jared Allensworth and Destiny Allensworth, Grantees, who acknowledged that they executed, signed and delivered the above and foregoing document on the date there provided.

Krystal Lastra
NOTARY PUBLIC

My commission expires Jan 18, 2026



