

2022-009182

Klamath County, Oregon

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



00303784202200091820030035

07/27/2022 10:04:14 AM

Fee: \$92.00

David Masl
Returned at Counter

EASEMENT

THIS AGREEMENT, made and entered into this 26th day of July, 2022, by and between Agnes Wilson, whose address is 16449 Harpold Road, Malin, Oregon 97632, hereinafter called Grantor, and David Bruce Masl and Shireen Marie Masl, Trustees of the David Bruce Masl and Shireen Marie Masl Joint Revocable Living Trust, whose address is 16457 Harpold Road, Malin, Oregon 97632, hereinafter called Grantees:

W I T N E S S E T H

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

S1/2 NE1/4, N1/2 N1/2 SE1/4, All lying East of the Malin Bonanza Road of Section 24, Township 40 South, Range 11 East of Willamette Meridian, Klamath County, Oregon.

And have 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, being 14-feet in width, with such additional widths as are necessary to provide for cuts, fills, and turnouts, and for curves at the angle points all over and across the lands of the Grantor at the location of that easement granted to the United States of America in an access road easement recorded Klamath County Deed Records volume M70 at page 6127.

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 7 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.

3. 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.

4. This easement is appurtenant and for the benefit of the real property owned by Grantees and described below in paragraph 7.

5. 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.

6. This easement is granted subject to all prior easements or encumbrances of record. Nothing in this easement shall be construed as an agreement by Grantor or Grantee to maintain the easement by assuming obligations owed by the United States of America or its agents for its use of its easement above referenced.

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

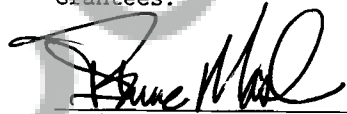
Government Lot 4 and the W1/2 SE1/4 of Section 19, Township 40 South, Range 12 East, Willamette Meridian, Klamath County, Oregon

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 16th day of July, 2022.

Grantor:


Agnes Wilson

Grantees:

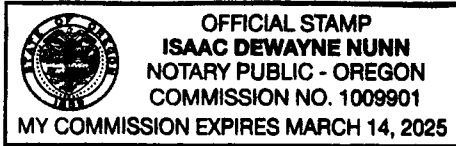

David Bruce Masl, Trustee


Shireen Marie Masl, Trustee

Notaries Follow

STATE OF OREGON)
) ss.
County of Klamath)

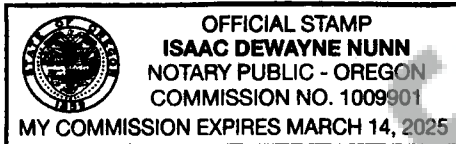
Personally appeared before me this 26th day of July, 2022, the above-named Agnes Wilson, and acknowledged the foregoing instrument to be her voluntary act and deed.



Isaac Dewayne Nunn
Notary Public for Oregon
My Commission expires: Mar 14, 2025

STATE OF OREGON)
) ss.
County of Klamath)

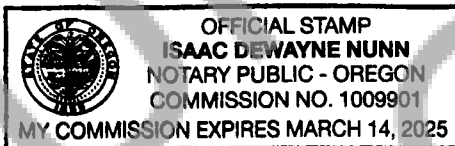
Personally appeared before me this 26th day of July, 2022, the above-named David Bruce Masl, and acknowledged the foregoing instrument to be his voluntary act and deed.



Isaac Dewayne Nunn
Notary Public for Oregon
My Commission expires: Mar 14, 2025

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 26th day of July, 2022, the above-named Shireen Marie Masl, and acknowledged the foregoing instrument to be her voluntary act and deed.



Isaac Dewayne Nunn
Notary Public for Oregon
My Commission expires: Mar 14, 2025