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NO PART OF ANY STEVENS-NESS

2023-009476**Klamath County, Oregon**

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11/02/2023 02:13:01 PM

Fee: \$97.00

RECORDER'S USE

EASEMENT**JOHN EWING & BARBARA EWING**

for The Ewing Family Trust

955 Elm Drive Rodeo CA 94572

Grantor's Name and Address

CASEY GALLAGHER

5824 Southgate Drive Klamath Falls OR 97603

Grantee's Name and Address

After recording, return to (Name and Address):

CASEY GALLAGHER

5824 Southgate Drive

Klamath Falls OR 97603

Returned at County

THIS AGREEMENT made and entered into on October 1st 2023, by and between John Ewing and Barbara Ewing hereinafter called grantor, and Casey Gallagher

hereinafter called grantee, WITNESSETH:

WHEREAS: Grantor is the record owner of the following described real property in Klamath County, Oregon (*legal description of property*):

6120 Wyatt Lane Klamath Falls OR 97601

Said property is more fully described as follows:

The NE 1/4 of the SE 1/4 of the NW 1/4 of Section 21, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon (also described as Lot 600)

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and grantee is the record owner of the following described real property in that county and state (*legal description of property*):

Grantee is owner of the SW1/4 of the NW1/4 and the W1/2 of the SE1/4 of Section 21, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. (also described as Lot 500)

NOW, THEREFORE, in consideration of \$ 0.00 paid by grantee to grantor, the receipt of which is acknowledged by grantor:

Grantor hereby grants, assigns and sets over to grantee an easement (*description of the nature and type of easement granted*):

This grants undisrupted ingress and egress from lot 500 across lot 600 (6120 Wyatt Lane) for all residents, their guests, contracted workers or agents, and conveyance of equipment and vehicles. At no time should any permanent structures be placed within the easement or any other obstruction which interferes with use of the easement without prior written approval of Grantor and Beneficiary of the easement.

This easement is not intended for commercial use for logging operations.

The easement also applies to utilities from the South border to the Grantors property to the edge of the Grantees property, primarily from the power lines at that already exist at this location. Utilities would be limited to the property between the easement and the South border of Grantors estate. The Grantee will carry home owners insurance and be liable for any damages resulting from their portion of the powerlines where they cross grantors property. All electrical work will be performed by the utility company or a certified and insured contractor. Grantee will be responsible to trim back brush and trees from the powerlines at this location.

(CONTINUED)



Grantee shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for grantee's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, grantor shall have the full use and control of the above described real estate.

Grantee agrees to save and hold grantor harmless from any and all claims of third parties arising from grantee's use of the rights herein granted.

The period of this easement shall be forever and appurtenant, always subject, however, to the following specific conditions, restrictions and considerations:

This Easement shall begin on October 1st, 2023 or when the easement agreement is signed and is appurtenant to Dominant Estate's Deed.

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

The Easement shall terminate if the purposes of the Easement cease to exist, are abandoned by the Grantee, or become impossible to perform.

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.

Upon establishing this easement, all rights are waived to the prior easements across the North and West edge of the Grantors Estate (Lot 600).

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

The easement applies to the existing Wyatt Lane which runs along the East border of the Grantors Estate, it is 60 feet in width. Wyatt Lane is a shared easement and maintenance cost are shared by all users.

The easement across the South edge of the Grantors Estate is 20 feet in width. This easement starts 9 yards North of the SE corner of the property and runs parallel to the South border of the property for 121 yards, then deviates NW 49 yards, and then continues West 60 yards to the eastern border of the property, where it exits approximately 54 yards North of the SW corner.

and grantee's right of way shall be parallel with the center line and not more than fifteen feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ grantor; ☒ grantee; ☐ both parties, share and share alike; ☐ both parties, with grantor responsible for _____% and grantee responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This instrument shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this instrument, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the parties have executed this instrument on the date stated above; any signature on behalf of a business or other entity is made with the authority of that entity.

John Ewing 10/26/23
Barbara Ewing 10/26/23
 GRANTOR

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me on _____,
 by _____
 This instrument was acknowledged before me on _____,
 by _____
 as _____
 of _____

See Attach

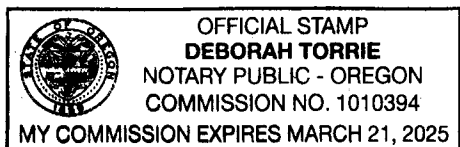
Notary Public for Oregon

My commission expires _____

[Signature]
 GRANTEE

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on November 9th 2023,
 by Casey Lee Gallagher
 This instrument was acknowledged before me on _____,
 by _____
 as _____
 of _____



Deborah Torrie
 Notary Public for Oregon

My commission expires March 21st 2025

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa

On October 26, 2023 before me, Khanhthaly Sackdavorong, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared John Dean Ewing and Barbara Carolyn Ewing
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

Place Notary Seal and/or Stamp Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Easement

Document Date: 10/26/23 Number of Pages: 3

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☒ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

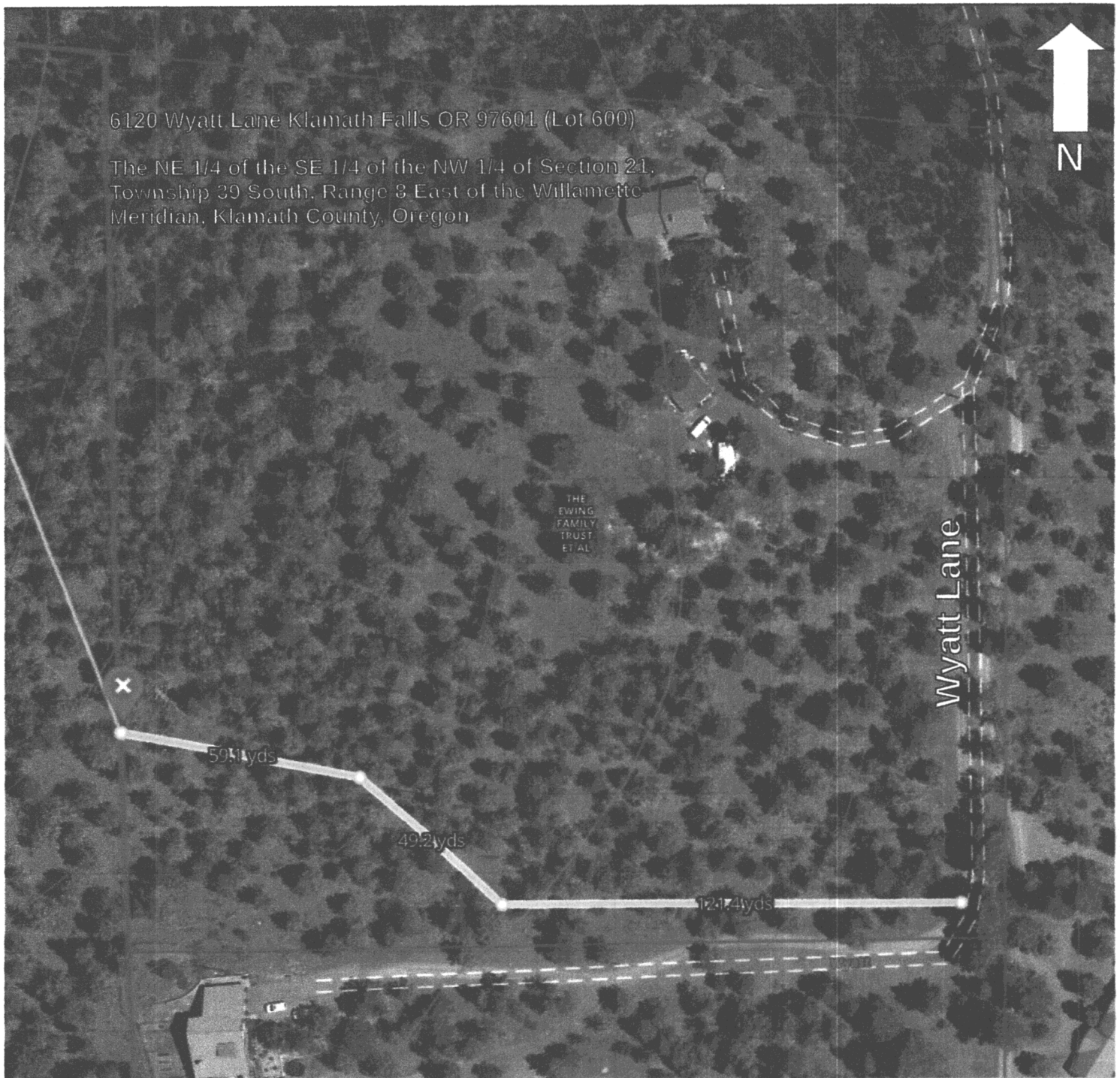
☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



The easement applies to the existing Wyatt Lane which runs along the East border of the Servient Estate, it is approximately 60' in width. Wyatt Lane is a shared easement.

The easement across the South edge of the Servient Estate is 20' in width to serve as a 16' road with 2' on either side reserved for drainage or shoulders as needed. This easement starts 25' North of the SE edge of the property and runs parallel to the South border of the property for 121 yards, then deviates NW 49 yards, and then continues West 60 yards to the western border of the property. This easement may deviate slightly to follow the contours of the land as necessary.

This easement allows Grantee access to lot 500 across the East and South edges of the Servient Estate (Lot 600). The easement also applies to utilities from the South border to the Grantor's property to the edge of the Grantees property, primarily from the power lines at that location. Utilities would be limited to the property between the easement and the South border of lot 600.