

8-22-88

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EASEMENT AGREEMENT

DATED:

Aug 15, 1988

PARTIES:

Darrel Ray Kelly and Gloria Darlene Kelly,
husband and wife

Danial R. Robb and Dianne J. Robb,
husband and wife

Donald F. Menefee and Leah C. Menefee,
husband and wife

Chester Robb and Connie Robb,
husband and wife

Gene D. Odam and Ruth P. Odam,
husband and wife

RECITALS:

1. The parties are respective owners of the following parcels of real property, more particularly described in EXHIBITS "A" THROUGH "E" attached hereto:

A. Darrel Ray and Gloria Darlene Kelly - Parcel A

B. Danial R. and Dianne J. Robb - Parcel B

C. Chester and Connie Robb - Parcel C

D. Donald F. and Leah C. Menefee - Parcel D

E. Gene D. and Ruth P. Odam - Parcel E

2. A private road, which has been in use for some time, crosses the land of each of the parties. The approximate location of said road is indicated on EXHIBIT "F" attached hereto.

3. The parties wish to grant and receive mutual reciprocal rights of way for ingress and egress over the existing road to provide access to the respective parcels.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual covenants and

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conditions contained herein, and the foregoing recitals which are incorporated by this reference herein, the parties agree as follows:

1. Grants of Easements. The parties hereby grant and convey to each other permanent mutual reciprocal rights of way on, over, across, and along so much of the existing road as it crosses their respective parcels of real property. Such easements shall form a continuous right of way as shown in EXHIBIT "F". The parties acknowledge and agree that the existing roadway generally follows the line described below:

Commencing at the Northeast corner of the Elisha Griffith D.L.C. No. 39 in Section 18, Township 14 South, Range 2 West of the Willamette Meridian in Linn County, Oregon; thence West 7.87 feet to the center line of Market Road No. 15; thence South 0° 26' 51" East, along said center line, 3332.51 feet, to a point referenced by a 1/2 inch iron rod set in CS 10974, Linn County Survey Records, which bears South 86° 14' East 30.29 feet therefrom, for the PLACE OF BEGINNING; thence South 86° 14' East, along the south line of said CS 10974, a distance of 1652.39 feet to 1/2 inch iron rod marking the southeast corner thereof; thence South 89° 57' 55" East 6.00 feet, to a 1/2 inch iron rod which bears West 60.0 feet from the east line of the W. Blain D.L.C. No. 41, and there ending.

The "burdened property" shall be Parcels A, B, C, D and E.

2. Scope of Easements. The easements granted herein shall be for ingress and egress purposes over the existing roadway located on the parties' property, ~~not to exceed 50 feet in width at any point thereon.~~ This easement shall be non-exclusive and shall be appurtenant to the following "benefited property": Parcels A, B, C, D, and E. Each party reserves to himself, his successors and assigns, the right to use the burdened property in any manner not inconsistent with the terms hereof.

3. The easements granted herein shall be perpetual.

4. Repairs and Maintenance. The parties shall share equally the costs of maintaining the roadway. However, any damage to the roadway caused by extraordinary use by any party shall be repaired by that party at their own sole expense to the condition existing immediately preceding that use. If any party desires to improve the roadway beyond its present condition, any party may do so, however, such elective improvements shall be made at the sole cost and expense of the party electing to make the improvements. Once the road has been improved by any party,

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all parties shall be equally obligated to maintain the road as improved.

5. Duty to Cooperate. The parties shall cooperate during periods of joint use such that each party's use shall cause a minimum of interference to the use of the other party.

6. Successor Interests. The easement granted herein shall be binding upon and shall benefit the parties, their heirs, successors, personal representatives, tenants and assigns of the burdened and benefited properties.

7. Litigation Expense. In the event a suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the prevailing party in such proceeding shall be entitled to recover his or her reasonable attorney fees, in addition to costs and disbursements allowed by law, at trial and upon any appeal therefrom.

8. Choice of Law. The parties acknowledge and agree that the laws of the State of Oregon shall govern the rights and obligations of the parties under this Agreement.

9. Miscellaneous. In construing this Agreement, and whenever the context so requires, the masculine gender includes the feminine and the neuter and the singular number includes the plural. The captions as used herein are solely for convenience of reference and shall not affect the interpretation of any provision herein.

10. Integration. This document constitutes the entire agreement between the parties with respect to the easement granted herein and it supersedes all prior agreements, written or oral.

11. Utilities. The burdened property may be used for installation, construction and maintenance of public utilities which are now or may in the future be needed to serve the benefited property.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first above written.

Darrel Ray Kelly

Gloria Darlene Kelly

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7 #all parties wish to change
to make each individual
responsible for their own legal
fees

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conditions contained herein, and the foregoing recitals which are incorporated by this reference herein, the parties agree as follows:

1. Grants of Easements. The parties hereby grant and convey to each other permanent mutual reciprocal rights of way on, over, across, and along so much of the existing road as it crosses their respective parcels of real property. Such easements shall form a continuous right of way as shown in EXHIBIT "F". The parties acknowledge and agree that the existing roadway generally follows the line described below:

Commencing at the Northeast corner of the Elisha Griffith D.L.C. No. 39 in Section 18, Township 14 South, Range 2 West of the Willamette Meridian in Linn County, Oregon; thence West 7.87 feet to the center line of Market Road No. 15; thence South 0° 26' 51" East, along said center line, 3332.51 feet, to a point referenced by a 1/2 inch iron rod set in CS 10974, Linn County Survey Records, which bears South 86° 14' East 30.29 feet therefrom, for the PLACE OF BEGINNING; thence South 86° 14' East, along the south line of said CS 10974, a distance of 1652.39 feet to 1/2 inch iron rod marking the southeast corner thereof; thence South 89° 57' 55" East 6.00 feet, to a 1/2 inch iron rod which bears West 60.0 feet from the east line of the W. Blain D.L.C. No. 41, and there ending.

The "burdened property" shall be Parcels A, B, C, D and E.

2. Scope of Easements. The easements granted herein shall be for ingress and egress purposes over the existing roadway located on the parties' property, ~~not to exceed 50 feet in width~~ at any point thereon. This easement shall be non-exclusive and shall be appurtenant to the following "benefited property": Parcels A, B, C, D, and E. Each party reserves to himself, his successors and assigns, the right to use the burdened property in any manner not inconsistent with the terms hereof.

3. The easements granted herein shall be perpetual.

4. Repairs and Maintenance. The parties shall share equally the costs of maintaining the roadway. However, any damage to the roadway caused by extraordinary use by any party shall be repaired by that party at their own sole expense to the condition existing immediately preceding that use. If any party desires to improve the roadway beyond its present condition, any party may do so, however, such elective improvements shall be made at the sole cost and expense of the party electing to make the improvements. Once the road has been improved by any party,

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60. All parties involved in this easement wish to have the 50 foot width removed from #2. They have each initialed #2 in a joint agreement.

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all parties shall be equally obligated to maintain the road as improved.

5. Duty to Cooperate. The parties shall cooperate during periods of joint use such that each party's use shall cause a minimum of interference to the use of the other party.

6. Successor Interests. The easement granted herein shall be binding upon and shall benefit the parties, their heirs, successors, personal representatives, tenants and assigns of the burdened and benefited properties.

7. Litigation Expense. In the event a suit, action or other legal proceeding is brought to interpret or enforce this Agreement, the prevailing party in such proceeding shall be entitled to recover his or her reasonable attorney fees, in addition to costs and disbursements allowed by law, at trial and upon any appeal therefrom.

8. Choice of Law. The parties acknowledge and agree that the laws of the State of Oregon shall govern the rights and obligations of the parties under this Agreement.

9. Miscellaneous. In construing this Agreement, and whenever the context so requires, the masculine gender includes the feminine and the neuter and the singular number includes the plural. The captions as used herein are solely for convenience of reference and shall not affect the interpretation of any provision herein.

10. Integration. This document constitutes the entire agreement between the parties with respect to the easement granted herein and it supersedes all prior agreements, written or oral.

11. Utilities. The burdened property may be used for installation, construction and maintenance of public utilities which are now or may in the future be needed to serve the benefited property.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year first above written.


Darrel Ray Kelly


Gloria Darlene Kelly

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All parties involved in this Easement agree to charge #7 to make each party responsible for their own attorney fees. They have each initialed #7 in a joint agreement.

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Danial R. Robb
Danial R. Robb

Dianne J. Robb
Dianne J. Robb

Donald F. Menefee

Leah C. Menefee

Chester Robb

Connie Robb

Gene D. Odam

Ruth P. Odam

STATE OF OREGON)

County of _____)

ss.

The foregoing instrument was acknowledged before me this
day of August 1988, by DARREL RAY KELLY AND GLORIA DARLENE KELLY.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)

County of Walla Walla)

ss.

The foregoing instrument was acknowledged before me this 16th
day of August 1988, by DANIAL R. ROBB AND DIANNE J. ROBB.



M. Maxwell
Notary Public for Oregon
My Commission Expires: 3/22/92

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Danial R. Robb

Dianne J. Robb

Donald F. Menefee

Leah C. Menefee

Deceased
Chester Robb

Connie Robb
Connie Robb/ Surviving Spouse

Gene D. Odam

Ruth P. Odam

STATE OF OREGON)
COUNTY OF Klamath) SS.

The foregoing instrument was acknowledged before me this 16
day of August 1988, by DARREL RAY KELLY AND GLORIA DARLENE KELLY.

Wayne J. Ernst
Notary Public for Oregon
My Commission Expires: 9/8/91

STATE OF OREGON)
County of) SS.

The foregoing instrument was acknowledged before me this
day of August 1988, by DANIAL R. ROBB AND DIANNE J. ROBB.

Notary Public for Oregon
My Commission Expires:

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NOTARY PUBLIC
STATE OF OREGON
NANCY A. JONES
County of Linn)
: ss.

The foregoing instrument was acknowledged before me this 16th
day of August 1988, by DONALD F. MENELEE AND LEAH C. MENELEE.

Nancy A. Jones
Notary Public for Oregon
My Commission Expires: 4/22/91

NOTARY PUBLIC
STATE OF OREGON
SHARON TATE
County of Lane)
: ss.

The foregoing instrument was acknowledged before me this 15th
day of August 1988, by CHESTER ROBB AND CONNIE ROBB.

Sharon Tate
Notary Public for Oregon
My Commission Expires: 8-20-90

NOTARY PUBLIC
STATE OF OREGON
SHARON TATE
County of Lane)
: ss.

The foregoing instrument was acknowledged before me this 15th
day of August 1988, by GENE D. ODAM AND RUTH P. ODAM.

Sharon Tate
Notary Public for Oregon
My Commission Expires: 8-20-90

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EXHIBIT "A"

PARCEL A

The following described real property situated in the County of Linn, State of Oregon, to-wit:

Beginning at a 2 inch iron pipe marking the interior corner of the Wilson Blain DLC No. 41 being in Section 18, Township 14 South, Range 2 West of the Willamette Meridian, Linn County, Oregon, being also the most Westerly Southwest corner of the John Findley DLC No. 61; thence North 0°02'05" East 995.28 feet along the interior East line of said DLC; thence North 89°57'55" West 66 feet to an iron rod, being the true point of beginning; thence North 86°14' West 178.38 feet to an iron rod; thence North 0°02'05" East 975.90 feet to iron rod; thence South 89°45'16" East 178 feet to an iron rod; thence South 0°02'05" West 986.86 feet to the true point of beginning.

EXHIBIT "A"

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EXHIBIT "B"

PARCEL B

Beginning at a 2 inch iron pipe marking the Interior Ell corner on the East line of the Wilson Blain DLC No. 41 in Section 18, Township 14 South, Range 2 West of the Willamette Meridian, Linn County, Oregon, the same also being the Westerly Southwest corner of the John Findlay DLC No. 61; thence North 0° 02' 05" East along the East line of said DLC No. 41 a distance of 995.28 feet; thence North 89° 57' 55" West 66.00 feet; thence North 86° 14' West 178.38 feet for the place of beginning; continue thence North 86° 14' West 364.12 feet; thence North 0° 26' 51" West 953.61 feet to a point which bears South 0° 02' 05" West 2447.28 feet and North 89° 45' 16" West 615.38 feet from the intersection of the North line of said Section 18 with the East line of said DLC No. 41; thence South 89° 45' 16" East 371.38 feet; thence South 0° 02' 05" West 975.90 feet to the place of beginning.

EXHIBIT "B"

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EXHIBIT "C"

PARCEL C

A tract of land in Section 18, Township 14 South, Range 2 West of the Willamette Meridian in Linn County, Oregon described as follows: Commencing at a 2 inch iron pipe marking the Interior Ell corner on the East line of the Wilson Blain Donation Land Claim No. 41, the same also being the West Southwest Corner of the John Findlay Donation Land Claim No. 61; thence North 0° 02' 05" East along the East line of said Donation Land Claim No. 41 a distance of 995.28 feet; thence North 89° 57' 55" West 66.00 feet; thence North 86° 14' West 542.50 feet for the place of beginning; continue thence North 86° 14' West 466.00 feet to a point from which the East margin of County Road No. 15 (60 feet wide) bears North 86° 14' West 613.81 feet, said point marked by a 1/2 inch iron rod; thence North 0° 26' 51" West parallel with said County Road, 924.89 feet to a point which bears South 0° 02' 05" West 2447.28 feet, the North line of said Section 18; thence South 89° 45' 16" East parallel with the North line of said Section 18 a distance of 464.77 feet; thence South 0° 26' 51" East parallel with said County Road 953.61 feet to the place of beginning, in Linn County, Oregon.

EXHIBIT "C"

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EXHIBIT "D"

PARCEL D

A tract of land in Section 18, Township 14 South, Range 2 West of the Willamette Meridian Linn County, Oregon, being described as follows: Commencing at a point on the East line of the Wilson Blain DLC No. 41 and South 0° 02' 05" West 2447.28 feet from the North line of said Section 18; thence North 89° 45' 16" West parallel to the North line of said Section 18, a distance of 1692.35 feet to the East right of way line of Linn County Market Road No. 15 (60 feet in width); thence South 0° 26' 51" East along said right of way 724.07 feet to a 1/2 inch iron rod for the TRUE PLACE OF BEGINNING; thence continuing South 0° 26' 51" East along said right of way 163.21 feet to a 1/2 inch iron rod; thence South 86° 14' East 494.32 feet to a 1/2 inch iron rod; thence North 0° 26' 51" West, parallel to said county road, 917.65 feet to a 1/2 inch iron rod thence North 89° 45' 16" West 240.00 feet to a 1/2 inch iron rod; thence South 0° 26' 51" East, parallel to said county road, 721.01 feet to a 1/2 inch iron rod bearing North 89° 33' 09" East from the true place of beginning; thence South 89° 33' 09" West 253.00 feet to the true place of beginning.

AND ALSO: Commencing at a 2 inch iron pipe marking the interior corner of the Wilson Blain DLC No. 41, being in Section 18, Township 14 South, Range 2 West of the Willamette Meridian, Linn County, Oregon, being also the most Westerly Southwest corner of the John Findlay DLC No. 61; thence North 0° 02' 05" East along the interior East line of said DLC No. 41, a distance of 995.28 feet; thence North 89° 57' 55" West 66.00 feet; thence North 86° 14' West 1008.50 feet to a 1/2 inch iron rod, being the True Place of Beginning, said true place of beginning bearing South 86° 14' East 613.81 feet from the East right of way of County Road No. 15 (60.00 feet wide); continuing thence North 86° 14' West 119.49 feet to a 1/2 inch iron rod; thence North 0° 26' 51" West parallel to said County Road 917.65 feet to a point which bears South 0° 02' 05" West 2447.28 feet from the North line of said Section 18; thence South 89° 45' 16" East parallel to the North line of said Section 18 a distance of 119.18 feet; thence South 0° 26' 51" East parallel to said County Road 924.99 feet to the True Place of Beginning.

EXHIBIT "D"

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EXHIBIT "E"

PARCEL E

Beginning in the center of Market Road No. 15, at a point which is 332.15 feet South 0° 42' East from the Northeast corner of the ELISHA GRIFFITH DONATION LAND CLAIM NO. 39 in Township 14, South, Range 2 West of the Willamette Meridian in Linn County, Oregon; thence South 86° 28' East, along the South line of a tract of land as recorded in Volume 328, Page 839, Deed Records for said County and State, 1652.63 feet; thence North 89° 48' East 66.00 feet; thence South 0° 08' East, along the East line of the Wilson Blain Donation Land Claim No. 41, 996.91 feet to the interior angle in the East line of said Blain Claim; thence South 50° 47' West 629.53 feet; thence North 51° 56' West 713.73 feet; thence along the arc of a 189.18 foot radius curve to the left (the chord of which bears North 70° 52' West 189.18 feet) a distance of 192.67 feet; thence North 89° 48' West 477.30 feet to a point in the center of said road; thence North 0° 42' West 992.98 feet to the place of beginning. SAVE AND EXCEPT a strip of land 60.00 feet in width lying along the East line and 30 feet lying along the Southerly line of the above described tract of land. ALSO EXCEPT beginning in the center of Market Road No. 15, at a point which is 3969.06 feet South 0° 42' East from the Northeast corner of the Elisha Griffith Donation Land Claim No. 39 in Township 14 South, Range 2 West of the Willamette Meridian in Linn County, Oregon; thence South 0° 42' East along the center of said Road, 356.43 feet; thence South 89° 48' East 477.30 feet; thence along the arc of a 291.52 foot radius curve to the right (the chord of which bears South 70° 52' East 189.18 feet) a distance of 192.67 feet; thence South 51° 56' East 713.73 feet; thence North 50° 47' East 629.53 feet to the interior angle in the East line of the Wilson Blain Donation Land Claim No. 41; thence North 0° 08' West along the East line of said Blain Claim, 356.48 feet; thence North 86° 28' West 1712.47 feet to the place of beginning, all as found and described in MF 119, page 614, Linn County Records.

EXHIBIT "E"

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