

8442256

RIGHT OF WAY

A right of way given this 10th day of September, 1984, by WALTER A. and STELLA M. KILE, owners of tax lot 1800, to HARRY and EDNA ADKINS, owners of tax lot 1600, and CLIFFORD and JOAN OUELLETTE, owners of tax lot 601, all on Assessor's Map 18-01-35, Lane County, Oregon.

Lane County, by resolution and order no. 84-8-1-15 of August 1, 1984, proposes to vacate portions of county roads no. 378 and no. 481, a portion of which cross tax lots 1800 and 1600.

In consideration of the agreement of ADKINS and OUELLETES not to object to the proposed vacation, KILES do grant an easement and right of way across their tax lot 1800 along the right of way described in the resolution and order no. 84-8-1-15 for the benefit of tax lots 1600 and 601 for logging trucks, other heavy vehicles and emergency situations to the county bridge connecting to Little Fall Creek Road. Any damages caused by ADKINS and/or OUELLETES will be repaired by them.

This agreement shall be binding on the parties and their heirs and assigns.

IN WITNESS WHEREOF the parties have executed this right of way agreement.

AGREED:

Harry Adkins
Harry Adkins

Edna Adkins
Edna Adkins

Clifford Ouellette
Clifford Ouellette

Joan Ouellette
Joan Ouellette

Walter A. Kile
Walter A. Kile

Stella M. Kile
Stella M. Kile

STATE OF OREGON)
County of Lane) ss.
September 10, 1984.

1278A001 10/30/84 REC 12.00
0005

Personally appeared the above named WALTER A. and STELLA M. KILE and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ernest H. Erickson
Notary Public for Oregon

My Commission expires:

My Commission Expires Oct. 15, '84



AFTER RECORDING RETURN TO:

Eva ERICKSON
2645 20th St
Springfield, OR.
97477

EASEMENT AGREEMENT

Easement Agreement effective this 11th day of February, 2009, by and between **Wendy Lang, JoAnne Lutz, and James Eisenman**, (hereinafter collectively "Grantor") whose current address is 39943 Little Fall Creek Rd., Fall Creek, Oregon 97438, and **The Adkins Family, LLC**, an Oregon limited liability company (hereinafter "Grantee").

1. BACKGROUND

1.1 Grantor Real Property. Grantor is the owner of the real property described on Exhibit "A" attached hereto ("Grantor Real Property").

1.2 Benefited Real Property. Grantee is the owner of the real property described on Exhibit "B" attached hereto (Benefited Real Property").

1.3 Request for Easement. The Grantee has requested the Grantor to convey to the Grantee an easement on a portion of the Grantor Real Property in favor of the Benefited Real Property for the purpose of ingress and egress over and across, to and from the Benefited Real Property. The portion of the Grantor Real Property that has been requested for the easement is described on Exhibit "C" (Easement Real Property").

1.4 Purpose of Agreement. The purposes of this Agreement are (i) to describe the easement granted, and (ii) to establish the relative rights and obligations of the parties regarding the easement granted under this Agreement.

2. GRANT OF EASEMENT.

2.1 Grant. For value received, Grantor hereby **Grants and Conveys** to the Grantee a permanent, perpetual easement on the Easement Real Property.

2.2 Term of Easement. The term of this Easement Agreement shall be perpetual.

2.3 Covenants and Agreements of the Grantor. The Grantor, on behalf of the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, that the provisions of this Easement Agreement (i) shall run with and bind the Easement Real Property, and (ii) shall insure to the benefit of, and be enforceable (at law or in equity) by any owner of all or part of, the Benefited Real Property.

Division of Chief Deputy Clerk
Lane County Deeds and Records

2009-007390



\$56.00

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02/13/2009 09:48:45 AM

RPR-ESMT Cnt=1 Stn=5 CASHIER 06
\$35.00 \$10.00 \$11.00

2.4 Covenants and Agreements of the Grantee. The Grantee, on behalf of the Grantee and the Grantee's heirs, successors, assigns, purchasers, or transferee of any kind, covenants and agrees with the Grantor and the Grantor's heirs, successors, assigns, purchasers, or transferee of any kind as follows:

2.4.1 Indemnification. To indemnify, defend, and hold harmless any owner of all or part of the Grantor Real Property from any loss, claim or other liability of any nature (including attorneys fees and costs) that may result directly or indirectly from any use of or improvement to the easement by the Grantee, Grantees successors or assigns.

2.4.2 Repair and Maintenance. To maintain all improvements located on the Easement Property in good and sufficient repair, All damage to any improvements shall be repaired as promptly as is reasonable possible. Grantor will be notified on intended repairs.

2.4.3 Preventions. Prevent pets and/or livestock from coming in contact with easement unless under direct control of grantee.

2.5 Contribution to Costs Based on Usage. Grantee agrees to the repair and maintenance to the improvements in a reasonable manner.

3. GENERAL PROVISIONS.

3.1 Attorneys Fees and Costs. If a suit, action, or other proceeding arising out of or related to this Agreement is instituted by any party to the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys fees, expert witness fees, and costs incurred in prosecuting or defending any suit, action, or other proceeding.

3.2 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon. The parties agree that the courts of Oregon shall have exclusive jurisdiction and agree that Lane County is the proper venue.

3.3 Time of the Essence. Time is of the essence with respect to the obligations to be performed under this Agreement.

3.4 Rights Cumulative. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

3.5 **Non-waiver of Remedies.** The failure or neglect of any party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

3.6 **Successors and Assigns.** Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this agreement shall be binding upon the inure to the benefit of the parties and their respective successors, assigns, heirs, personal representatives, purchasers, or transferees on any kind.

3.7 **Entire Agreement.** All Schedules and Exhibits to this Agreement constitute a part of this Agreement. This Agreement, together with the accompanying Schedules and Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, correspondence, conversations and negotiations.

4. **SIGNATURES.**

GRANTOR

Dated 2/11/2009

Wendy Lang
Wendy Lang

Dated 2/11/09

JoAnne Lutz
JoAnne Lutz

Dated 2/11/09

James L. Eisenman
James Eisenman

GRANTEE

Adkins Family LLC

Dated 2-11-09

By Eva Erickson member

State of Oregon
County of Lane

This instrument was acknowledged before me on February 11, 2009 by & for
Wendy Lang, JoAnne Lutz, James Eisenman and Eva Erickson.

Terri E. Mikkelsen
Notary Officer



PARCEL I: 9559470

Beginning at a point on the Section line between Sections 34 and 35 of Township 18 South, Range 1 West of the Willamette Meridian, South 0° 04' West 508.93 feet from the Northwest corner of Section 35 in said Township and Range; thence South 89° 06' East 712.6 feet; thence South 0° 30' East 415.5 feet; thence North 85° 52' West 244.4 feet; thence South 15° 05' East 764.2 feet to the bank of Little Fall Creek; thence along the bank of said creek to a point which bears South 65° 52' West 619.1 feet; thence North 8° 15' West 745.6 feet to the said Section line; and thence along the Section line North 0° 04' East 662.1 feet to the point of beginning, in Lane County, Oregon.

SAVE AND EXCEPT THEREFROM premises conveyed to Lester M. Beavers and Juanita Beavers, husband and wife, for a right of way, as follows:

Beginning at a point on the Section line between Sections 34 and 35 in Township 18 South, Range 1 West of the Willamette Meridian, South 0° 04' West 508.93 feet from the Northwest corner of Section 35 in said Township and Range; thence South 89° 06' East 712.6 feet; thence South 0° 30' East 415.5 feet; thence North 85° 52' West 244.4 feet; thence South 15° 05' East 764.2 feet to the bank of Little Fall Creek; thence along the bank of said creek to a point which bears South 65° 52' West 619.1 feet to the true point of beginning of this tract herein conveyed, said point being the Southwest corner of the grantor's property; from this true point of beginning, running thence North 65° 52' East 16.5 feet; thence North 8° 15' West 762.1 feet; thence North 83° West to the Section line between said Sections 34 and 35; thence South 0° 11' East 16.5 feet; thence South 8° 15' East 745.6 feet to the place of beginning, in Lane County, Oregon.

ALSO SAVE AND EXCEPT premises conveyed to Barnard L. Osborn and Mary O. Osborn, husband and wife, recorded June 6, 1950, in Reel 153, as Instrument No. 1172 of said Deed Records, as follows:

Beginning at a point on the Section line between Sections 34 and 35, Township 18 South, Range 1 West of the Willamette Meridian, in Lane County, Oregon, South 0° 04' West 1173.0 feet from the Northwest corner of said Section 35; run thence South 8° 15' East 745.6 feet; thence North 65° 52' East 16 1/2 feet to the True Point of Beginning of this tract of land; from this true point of beginning run North 65° 52' East 120.0 feet; thence North 8° 15' West 260.0 feet; thence South 65° 52' West 120.0 feet; thence South 8° 15' East 260.0 feet to the true point of beginning, all in Lane County, Oregon.

ALSO SAVE AND EXCEPT premises conveyed to Lane County, Oregon, for widening of Little Fall Creek Road and recorded in Reel 148 as Instrument No. 90982 of said Deed Records.

PARCEL II:

Beginning at the Section corner common to Sections 26, 27, 34 and 35 of Township 18 South, Range 1 West of the Willamette Meridian; thence along the North line of Section 34, North 89° 46' West 483.0 feet; thence South 0° 11' East 1114.3 feet; thence South 83° 00' East 481.8 feet to the East line of Section 34; thence along the East line of Section 34, North 0° 04' East 1173.0 feet to the point of beginning, in Lane County, Oregon.

EXCEPTING THEREFROM the following: Commencing at a point 483 feet West of the Section corner common to Sections 26, 27, 34 and 35, in Township 18 South, Range 1 West, Willamette Meridian; and running thence South 0° 11' East 1114.3 feet to the True Point of Beginning of this tract of land; from said true point of beginning, running South 83° 00' East 165 feet; thence North 0° 11' West 132.0 feet; thence North 83° 00' West 165 feet; and thence South 0° 11' East 132 feet to the place of beginning, all in Lane County, Oregon.

ALSO EXCEPTING that portion of the following described premises situated in Section 34 of Township 18 South, Range 1 West, Willamette Meridian, in Lane County, Oregon:

Beginning at a point on the Section line between Sections 34 and 35 in Township 18 South, Range 1 West of the Willamette Meridian, South 0° 04' West 508.93 feet from the Northwest corner of Section 35 in said Township and Range; thence South 89° 06' East 712.6 feet; thence South 0° 30' East 415.5 feet; thence North 85° 52' West 244.4 feet; thence South 15° 05' East 764.2 feet to the bank of Little Fall Creek; thence along the bank of said creek to a point which bears South 65° 52' West 619.1 feet to the true point of beginning of this tract herein conveyed, said point being the Southwest corner of the grantor's property; from this true point of beginning, running thence North 65° 52' East 16.5 feet; thence North 8° 15' West 762.1 feet; thence North 83° West to the Section line between said Sections 34 and 35; thence South 0° 11' East 16.5 feet; thence South 8° 15' East 745.6 feet to the place of beginning, in Lane County, Oregon.

QUARTER MAP OF PROPERTY LINE ADJUSTMENT FOR
ADKINS FAMILY LLC, ET AL
 N.E. 1/4, SEC. 34 & N.W. 1/4, SEC. 36, T.10S., R.1W., W.M.

LANE COUNTY, OREGON
 FEBRUARY 15, 2007
 SCALE 1" = 200'

LANE COUNTY T10S
 C.S. FILE NO. 23125
 FILING DATE 2/15/08

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO MONUMENT THE ADJUSTED LINE AS CREATED IN THE PROPERTY LINE ADJUSTMENT DEED THAT WAS RECORDED FEBRUARY 15, 2007 AT RECORDER'S NUMBER 2006-10379 IN THE OFFICIAL RECORDS OF LAND COUNTY, STATE OF OREGON. THE POINTS AND LINES SHOWN HEREON WERE ESTABLISHED AS FOLLOWS:

THE 3 1/2" BRASS CAP MONUMENT FOUND AT THE 1/4 CORNER COMMON TO SECTIONS 26 AND 36 IN TOWNSHIP 10 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN WAS ACCEPTED AS BEING SAID 1/4 CORNER AS SHOWN ON CSF 23612 (REF. 1). THE BRASS CAP MONUMENT FOUND AT THE SECTION CORNER COMMON TO SECTIONS 26, 36, 35 AND 36 IN TOWNSHIP 10 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN WAS ACCEPTED AS BEING SAID SECTION CORNER AS SHOWN ON CSF 23612 (REF. 1). THE BEARING NORTH 89° 56' 17" W. OF THE LINE BETWEEN AFORESAID MONUMENTS WAS HELD AS THE BASIS OF BEARINGS SHOWN HEREON. AS SAID BEARING AND LINE ARE SHOWN ON SAID CSF 23612 (REF. 1) THE EAST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35, THE CENTER OF SAID SECTION 35, THE SOUTH LINE OF SAID SECTION 35 AND THE 1/4 CORNER THAT IS COMMON TO SECTIONS 34 & 35 IN TOWNSHIP 10 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN WERE ALL CALCULATED BY HOLDING RECORD BEARINGS AND DISTANCES AS SHOWN ON SAID CSF 23612 (REF. 1). THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 35 AND THE SECTION CORNER THAT IS COMMON TO SECTIONS 26, 27, 34 AND 35 IN TOWNSHIP 10 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN WERE CALCULATED BY MATHEMATICALLY OCCUPYING THE AFORESAID 1/4 CORNER THAT IS COMMON TO SECTIONS 26 AND 35, BACKGROUNDING THE AFORESAID SOUTHWEST CORNER OF SECTION 35, TURNING THE RECORD ANGLE TO THE RIGHT OF 89° 56' 17", AS SAID ANGLE WAS CALCULATED FROM INFORMATION GIVEN ON CSF 23612 (REF. 1), AND EXTENDING SAID LINE THE RECORD DISTANCE OF 276.5 FEET AS SHOWN ON SAID CSF 23612 (REF. 1). THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 35 WAS CALCULATED BY RUNNER'S ALLEY TO THE AFORESAID SECTION CORNER THAT IS COMMON TO SECTIONS 26, 27, 34 AND 35. THE WEST 1/16TH CORNER COMMON TO SECTIONS 26 AND 35, THE NORTH 1/16TH CORNER COMMON TO SECTIONS 34 AND 35, THE CENTER WEST 1/16TH CORNER OF SECTION 35, THE CENTER NORTH 1/16TH CORNER OF SECTION 35, THE NORTHWEST 1/16TH CORNER OF SECTION 35, THE NORTH AND SOUTH CORNERS OF THE LINE THAT IS COMMON WITH THE WEST AND EAST 1/2S OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 AND THE LINES DRAWN BETWEEN THEM WERE ALL CALCULATED BY PROPORTION OF THE ALLOY PARTS. THE SOUTH LINE SOUTHWEST CORNER AND WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35 WERE CALCULATED BY HOLDING THE RECORD BEARINGS AND DISTANCES AS SHOWN ON CSF 11606 (REF. 2). THE CENTERLINE AND MARGINS OF LITTLE FALL CREEK ARE SHOWN GRAPHICALLY HEREON. THEIR LOCATIONS WERE CALCULATED FROM COUNTY MONUMENTATION FOUND ALONG THE NORTH MARGIN OF SAID ROAD TO THE EAST AND THE NORTH MARGIN OF THE NORTHWEST 1/4 OF SAID SECTION 35 AS SAID ROAD AND MONUMENTATION IS SHOWN ON THE LANE COUNTY HIGHWAY DEPARTMENT SUPPLY OF LITTLE FALL CREEK ROAD DATED DECEMBER, 1958. AS FILED IN THE ROLL FILES OF LANE COUNTY (REF. 9). THE CENTERLINE OF LITTLE FALL CREEK IS ALSO SHOWN GRAPHICALLY HEREON. SAID LINES WERE SITUATED BY SCALING FROM THE AFORESAID SURVEY OF LITTLE FALL CREEK ROAD (REF. 9). THE MONUMENT CORNER OF THE LANDS SURVEYED HEREON WAS CALCULATED BY INTERSECTION OF THE AFORESAID CORNER OF THE NORTHWEST 1/4 OF SECTION 34 WITH THE CENTERLINE OF LITTLE FALL CREEK. THE NORTHERLY, NORTHEAST CORNER OF THE LANDS SURVEYED HEREON WAS CALCULATED BY INTERSECTION OF THE AFORESAID CORNER OF THE NORTHWEST 1/4 OF SECTION 34 WITH THE CENTERLINE OF SECTION 35 WITH THE CENTERLINE OF LITTLE FALL CREEK. THE CENTERLINE AND MARGINS OF LITTLE FALL CREEK WERE SCALED FROM THE CURRENT TAX MAP. THE CENTERLINE REPRESENTS A LEGAL PROPERTY LINE THAT WAS NOT ADJUSTED OR AFFECTED BY EITHER OF THE LISTED PROPERTY LINE ADJUSTMENT DEEDS (REF. 10 & 11). THE ADJUSTED LINE AS MONUMENTED AND SHOWN HEREON WAS CALCULATED FROM RECORD DATA AS CONTAINED IN THE PROPERTY LINE ADJUSTMENT DEED THAT IS SHOWN AS REFERENCE NUMBER 11 HEREON.

EXHIBIT B
 PAGE 2 OF 2

1-01-35, TAX LOTS 0000 & 6001
 1600 1601

DESIGNER: 650C

YOC ENTERPRISES 4 MIL INN. JET DOUBLE MATTE 68702414

REFERENCES

1. CSF 23612 BY ORVILLE O. CASWELL FILED DECEMBER 14, 1979.
2. CSF 11606 BY WILLIAM A. EUSTAD FILED OCTOBER, 1960.
3. CSF 14465 BY M.L. WALDRON FILED APRIL, 1986 AND CSF 14563 BY M.L. WALDRON FILED JUNE, 1986.
4. CSF 12024 BY WILLIAM A. EUSTAD DATED NOVEMBER, 1981.
5. CSF 27052 BY THOMAS F. POAGE FILED MAY 10, 1985.
6. CSF 23761 BY R.S. CASTLEBERRY FILED SEPTEMBER 13, 1982.
7. LANE COUNTY CORNER REPORT NUMBER 13485.
8. LANE COUNTY CORNER REPORT NUMBER 13032.
9. LANE COUNTY HIGHWAY DEPARTMENT SURVEY OF LITTLE FALL CREEK ROAD DATED DECEMBER, 1958 AS FILED IN THE ROLL FILES OF LANE COUNTY.
10. PROPERTY LINE ADJUSTMENT DEED RECORDED SEPTEMBER 20, 2006 AT RECORDER'S NUMBER 2006-068620, LCOOR.
11. PROPERTY LINE ADJUSTMENT DEED RECORDED FEBRUARY 26, 2008 AT RECORDER'S NUMBER 2008-10379, LCOOR.

Branch Engineering, Inc.
 310 PINE STREET
 Springfield, Oregon 97477
 (541) 744-0837 FAX (541) 744-0339
 brancheng@branchenginc.com

Civil - Structures - Transportation - Surveying

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
 OREGON
 JUL 20, 1983
 REN. A. REC. 12
 EXPIRES: DECEMBER 31, 2008

PROJECT NO. 06-170
 PAGE 2 OF 2

DWG. NO. 2/2006/06-170 39956 LITTLE FALL CREEK MAP/PLAN/06-170 PLANNING 2/15/08

EXHIBIT C

EASEMENT REAL PROPERTY

This conveyance is intended to convey to Grantee an easement across the strip of ground between the **Little Fall Creek Road on the north and Little Fall Creek on the south** (Saled Center Line of Fall Creek described on **Exhibit "B"** attached hereto) L6 to and including L7. Said strip of ground all situated on that certain parcel of land bounded on the north by Little Fall Creek Road, and on the south by the center line of Little Fall Creek, northern boundary of The Adkins Family, LLC property described on **Exhibit "B"** attached hereto and made a part hereof by this reference, all being located in the NW 1/4 of Section 35, NE 1/4 of Section 34, Township 18 South, Range 1 West, Willamette Meridian, Lane County, State of Oregon.

2013-041267



\$67.00

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07/30/2013 09:10:04 AM

RPR-ESMT Cnt=2 Stn=15 CASHIER 05

\$5.00 \$25.00 \$10.00 \$11.00 \$16.00

After Recording Return to:

LAURIE APKER
84237 Hill Top Dr
Pleasant Hill, OR 97455

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

RECITALS:

For value received, receipt of which is hereby acknowledged, WALTER DAVID KILE, Grantor hereby Grant transfer and convey to D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, Grantee, a perpetual nonexclusive easement to use a strip of lane 40 feet wide, 20 feet on each side of the following described centerline:

See EXHIBIT A for a description of the easement

DECLARATION OF EASEMENT

1. This easement is not personal or in gross but is to be appurtenant to each and every portion of the following property owned by D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, Grantees, in Lane County Oregon. The parcels of land that will be using the easement is as follows:
 - 1(a) Document No. 2008-010379 as recorded in the Lane County Oregon Deeds and Records, being as described within the document and is shown on the Lane County Assessment and Taxation Map (A&T) 18-01-35 TL 1600;
 - 1(b) Document No. 2008-010379 as recorded in the Lane County Oregon Deeds and Records, being as described within the document and is shown on the Lane County Assessment and Taxation Map (A&T) 18-01-35 TL 1601;
 - 1(c) Reel 2055-R/ 9520578, as recorded in the Lane County Oregon Deeds and Records, being as described within the document and is shown on the Lane County Assessment and Taxation Map (A&T) 18-01-35 TL 1804;
 - 1(d) Reel 2055-R/ 9502577, as recorded in the Lane County Oregon Deeds and Records, being as described within the document and is shown on the Lane County Assessment and Taxation Map (A&T) 18-01-34 TL 2501;
 - 1(e) Any parcel of lands that are adjacent to the above described parcels that the Grantee may buy at a later time.

2. This easement is granted over and across the property owned by KILE, Grantor in Lane County Oregon. The parcel of land is described on Reel 1826-R/ 9309569, as recorded in the Lane County Oregon Deeds and Records. The parcel of land is shown on the Lane County Assessment and Taxation Map (A&T) 18-01-35 TL 1805;
3. CONSIDERATION : The true consideration of this easement is \$ 25,000.00;
4. EASEMENT PROVISION: The terms of this easement are as follows:
 - 4.1 PURPOSE: The easement is for providing access, including ingress and egress, to the D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, Parcels as described in sections 1(a) through 1(e) above.
 - 4.2 USE OF THE BURDENED PROPERTY: The owners, heirs, assignees or occupiers of the Parcel owned by Kile (Servant parcel) shall have the right to use their property, including the area described in the easement, for any purpose so long as the owner, heirs, assignees or occupiers do not interfere with the use of the roadway nor access and maintenance easement as granted by this instrument.
 - 4.3 PRIVATE GRANT: The easement created by this instrument does not constitute a dedication or grant for public use unless requested at a later time, by a public agency to dedicate the easement as a public road.
 - 4.4 MAINTENANCE AND REPAIRS: The owners or occupiers of D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, Parcels as described in sections 1(a) through 1(e), above (dominant parcel) will maintain the easement . Should the owners or occupiers of KILE's Parcel (servant parcel) use the easement for access, including ingress and egress, they shall at all times thereafter, join in the maintenance of their portion of the use of the easement property and roadway.
 - 4.5 LIMITATION: The owners or occupiers of D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, Parcels as described in sections 1(a) through 1(e) above, shall not use the easement for hauling rock leaving the rock quarry.
 - 4.6 TAXES: The owners or occupiers of KILE's Parcel (servant parcel) shall pay the real property taxes on the easement strip located within the boundaries of the easement granted to the owners or occupiers of D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, Parcels (dominant parcel).

Dated this 15 day of July 20 13

[Signature]
Names of Property Owners

Bessett's Lucky LLC
by Janice Bessett

STATE OF OREGON)
County of Lane) ss

Alta Bessett

On this day of July ^{15th} 2013 personally appeared before me

Walter D. Kile and
acknowledge the foregoing to be his voluntary act and deed.



[Signature]
Notary Public for Oregon

My Commission Expires 10-7-15



Kimberly Dunning
Notary
expires 4-11-16

EXHIBIT A

CENTERLINE DESCRIPTION OF THE 40 FOOT WIDE PRIVATE ROAD EASEMENT

BEGINNING AT THE CENTER OF SECTION 35 OF TOWNSHIP 18 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN LANE COUNTY OREGON; THENCE SOUTH $89^{\circ} 59' 07''$ EAST 373.00 FEET TO A POINT; THENCE NORTH $0^{\circ} 05' 51''$ EAST 1151.62 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF A PARCEL OF LAND THAT WAS CONVEYED BY DEED TO WALTER KILE AND IS DESCRIBED BY DEED ON REEL 1826-r/ 9309569, AS RECORDED IN LANE COUNTY DEEDS AND RECORDS; THENCE ALONG THE EAST LINE OF SAID KILE'S PARCEL OF LAND, NORTH $0^{\circ} 05' 51''$ EAST 365.88 FEET TO THE TRUE POINT OF BEGINNING, BEING THE CENTERLINE OF THE 40 FOOT WIDE EASEMENT; THENCE SOUTH $78^{\circ} 35' 55''$ WEST 27.31 FEET; THENCE ALONG A 50.00 FOOT RADIUS CURVE TO THE LEFT (THE LONG CHORD OF WHICH BEARS SOUTH $55^{\circ} 02' 44''$ WEST 40.48 FEET) A DISTANCE OF 41.68 FEET; THENCE SOUTH $31^{\circ} 09' 55''$ WEST 86.44 FEET; THENCE SOUTH $3^{\circ} 50' 30''$ EAST 274.16 FEET MORE OF LESS TO A POINT THAT IS 20.00 FEET NORTHERLY AND PERPENDICULAR TO THE SOUTH LINE OF SAID KILE'S PARCEL OF LAND; THENCE GOING ALONG SAID LINE THAT IS 20.00 FEET NORTHERLY AND PARALLEL TO THE SOUTH LINE OF KILE'S PARCEL OF LAND, SOUTH $70^{\circ} 00' 00''$ WEST 1011.43 FEET MORE OF LESS TO THE WEST LINE OF SAID KILE'S PARCEL OF LAND AND BEING THE END POINT OF THE CENTER LINE OF 40 FOOT WIDE EASEMENT, ALL IN LANE COUNTY, OREGON.

5. SUCCESSORS IN INTEREST, RECORDATION: The provisions of this instrument shall touch and concern, and relate to the use of Parcels owned by D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, (Dominant parcel), and are intended to be covenants and restrictions running with the land. This document shall therefore, be recorded in the Lane County Oregon Deeds and Records.

All provisions of this instrument, including the benefits and burdens, are binding in and insure to the heirs, successors, assigns, transferees, and personal representatives of all parties who own or occupy and of the Parcels owned by D.&A. BESSETT LLC 1-2, at one half interest and BESSETT'S LUCKY LLC. 1-2, at one half interest, (dominant parcel)