

## JOINT EASEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between JAMES W. KERNS and DOROTHY C. KERNS, husband and wife, owners of the following-described real property:

Parcel A: A parcel of land situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 12, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a one-half inch iron pin on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  from which the Northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  bears North 0°09' East a distance of 790.07 feet; thence South 89°47'18" East a distance of 609.62 feet to a one-half inch iron pin on an existing fence line; thence following said fence line South 33°29'12" East a distance of 70.55 feet to a 6-inch Juniper; thence South 43°06'47" East a distance of 209.16 feet to a 10-inch Juniper; thence South 29°10'19" East a distance of 244.94 feet to a 15-inch Juniper; thence South 35°56'40" East a distance of 139.32 feet to a one-half inch iron pin on the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence North 89°47'18" West along said South line, a distance of 994.08 feet to a one-half inch iron pin marking the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence North 0°09' East along the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , a distance of 536.79 feet, more or less, to the point of beginning.

Parcel B: The North one-half of Government Lot 5 in NW $\frac{1}{4}$  Section 12, Township 38 South, Range 8, E.W.M., Klamath County, Oregon, SAVING AND EXCEPTING the South 225 feet thereof;

and GERALD E. JOHNSON and JEAN A. JOHNSON, husband and wife, owners of the following-described real property:

Parcel C: The South 225 feet of the North one-half of Government Lot 5 in the NW $\frac{1}{4}$ , Section 12, Township 38 South, Range 8, E.W.M., Klamath County, Oregon;

and JAMES R. RANDOL and LYNN K. RANDOL, husband and wife, owners of the following-described real property:

Parcel D: A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 12, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a one-half inch iron pin marking the Northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence South 89°48'53" East along the North line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , 255.62 feet to a one-half inch iron pin; thence along an existing fence line and the extension thereof the following courses and distances: South 22°15'31" East, 314.32 feet to a 16-inch Juniper; South 37°14'07" East, 153.71 feet to a 14-inch Juniper; South 15°58'38" West, 121.09 feet to a 12-inch Juniper; South 33°29'12" East, 313.90 feet to a one-half inch iron pin; thence leaving said fence line North 89°47'18" West, 609.62 feet to a one-half inch iron pin on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence North 00°09'00" East along said West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , 790.07 feet to the point of beginning;

and OLIVER R. SPIRES II and DIANNE E. SPIRES, husband and wife, owners of the following-described real property:

Parcel E: A parcel of land situated in the SW $\frac{1}{4}$  of Section 12, Township 38 South, Range 8 East of the Willamette Meridian, more particularly described as follows: Beginning at a 5/8" iron pin

on the North line of the SW $\frac{1}{4}$  of said Section 12, from which the center 1/4 corner of said Section 12 bears South 89°47'18" East 647.91 feet; thence from said point of beginning North 89°47'18" West along the North line of said SW $\frac{1}{4}$  1005.62 feet to a 5/8" iron pin; thence South 17°24'13" East 454.27 feet to a 5/8" iron pin; thence South East 1006.07 feet to a 5/8" iron pin; thence North 17°24'13" West 455.76 feet to the point of beginning.

## W I T N E S S E T H:

WHEREAS, the above-named parties are the owners of the real property set forth after each of their names; and

WHEREAS, there is an existing access road to and across the above-described parcels which is used by all of the parties and is described as follows:

Beginning on the South boundary of Parcel A near the Southeast corner thereof and proceeding Northwesterly approximately parallel to the Northeast boundary of said Parcel to the North boundary thereof, at which point it crosses over the Southerly boundary of Parcel D and continues Northwesterly to approximately the middle of said Parcel D where it turns Westerly and Southerly to an intersection. At the intersection the road divides into two branches - branch one proceeding in a Southerly direction across the South boundary of Parcel D and North boundary of Parcel A and proceeding approximately parallel to the West boundary of Parcel A and continuing Southerly to Parcel E - branch two of the road proceeds in a Westerly direction from the intersection to the Easterly boundary of Parcel C near the Southeast corner thereof; thence continues in a Northwesterly direction across Parcel C to Parcel B and continues Northwesterly to the approximate middle of Parcel B where the road again turns South and proceeds across the boundary between Parcels B and C to Parcel C.

NOW THEREFORE, in consideration of these premises and of the easements hereto in granted, it is mutually agreed by and between the above-named parties as follows:

Each of the parties to this agreement does hereby give and grant unto each of the other parties to this agreement, their heirs, administrators and assigns, a perpetual, non-exclusive 60-ft. easement for the use and maintenance of an access road and utility lines over each of their respective parcels of property above-described, which easement shall be 30 feet on each side of the centerline of the presently constructed road above-described. The easements herein granted by this agreement shall be for the use and benefit of all of the above-described parcels of real property, and the benefits and burdens of the easement shall be appurtenant to the real property above-described.

TO HAVE AND TO HOLD said easements to the parties hereto, their heirs, representatives and assigns, forever.

IN WITNESS WHEREOF, the parties have executed this agreement on this 2nd day of October, 1978.

James W. Kerns  
James W. Kerns

Gerald E. Johnson  
Gerald E. Johnson

Dorothy C. Kerns  
Dorothy C. Kerns

Jean A. Johnson  
Jean A. Johnson

James R. Randol  
James R. Randol

Oliver R. Spires II  
Oliver R. Spires II

Lynn K. Randol  
Lynn K. Randol

Dianne E. Spires  
Dianne E. Spires

STATE OF OREGON )

County of Klamath ) SS

On this 2nd day of October, 1978, personally appeared the above-named James W. Kerns and Dorothy C. Kerns, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

My Commission Expires: 2-5-81

Clower M. Fahey  
Notary Public for Oregon

STATE OF OREGON )

County of Klamath ) SS

On this 11th day of October, 1978, personally appeared the above-named Gerald E. Johnson and Jean A. Johnson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

My Commission Expires: 2-5-81

Clower M. Fahey  
Notary Public for Oregon

STATE OF OREGON )

County of Klamath ) SS

On this 9th day of October, 1978, personally appeared the above-named James R. Randol and Lynn K. Randol, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

My Commission Expires: 2-5-81

Clower M. Fahey  
Notary Public for Oregon

STATE OF OREGON )

County of Klamath ) SS

On this 10th day of October, 1978, personally appeared the above-named Oliver R. Spires II and Dianne E. Spires, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

My Commission Expires: 2-5-81

Clower M. Fahey  
Notary Public for Oregon

22916

STATE OF OREGON; COUNTY OF KLAMATH; ss.

FILED FOR RECORD ~~XXXXXX~~ A. D. 19 78 at 4:47 o'clock <sup>P</sup> M., on 22913

the 12th day of October on Page         
of Deeds Vol. 778, of Deeds Wm. D. Milne, County Clerk  
fully recorded in Vol. 778, of Deeds Wm. D. Milne, County Clerk

Fee \$12.00

Rec'd  
James Lema  
4149. December 21  
1978

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