

K-36880
EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of December, 1983, by and between HAROLD A. CAMPBELL, hereinafter called the Seller, and 960 RADIO, INC., an Oregon Corporation hereinafter called the Purchaser;

W I T N E S S E T H:

WHEREAS, the parties have this date entered into a Contract wherein HAROLD A. CAMPBELL is the Seller and 960 RADIO, INC. is the Purchaser covering the following described real property situated in Klamath County, Oregon, described in Exhibit "A" attached hereto.

WHEREAS, said real property is land locked without any access and the parties desire to create an easement for ingress and egress purposes over and across the real property of the Seller situated in Klamath County, Oregon, described in Exhibit "B".

NOW, THEREFORE, the parties mutually agree as follows:

Seller grants unto Purchaser an Easement for ingress and egress purposes over and across the property described in Exhibit "B", consisting of the right to use the existing road that provides northerly access from Reeder Road to the real property described in Exhibit "A".

In consideration for the granting of said easement, Purchaser agrees to pay Seller the sum of \$800.00 upon the execution of this agreement, the receipt of which is hereby acknowledged by the Seller, and the further sum of \$300.00 annually, without interest, commencing the 16th day of December, 1984, and a like payment on the 16th day of each December thereafter.

This grant of an easement shall run with the land and

shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

The duration of this easement shall be perpetual and shall continue, (1) so long as the Purchaser is not in default of the aforementioned Contract, and (2) so long as the annual payments provided hereunder are punctually made. Seller shall give Purchaser written notice of such failure to make payment and Purchaser shall have thirty (30) days after receipt of the written notice from Seller to make such payment. Notwithstanding the foregoing, the Purchaser shall have the right to terminate the easement granted herein, upon giving the Seller notice in writing that the Purchaser no longer desires to use said easement.

Seller reserves the right to continue Seller's existing farm practices with respect to irrigation on either side of the easement, which may be necessary from time to time during the irrigation season.

Seller, for himself, his heirs and assigns, covenants with Purchaser, its heirs and assigns, that Seller, from time to time, and at all times hereafter, at his own cost and expense, will repair and maintain, in a proper, substantial, and workmanlike manner, the above described easement for road purposes.

Seller reserves the right to relocate the road, or any part thereof, at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Seller may record any instrument indicating the relocated road centerline and such instrument shall serve to amend this easement and eliminate any rights of Purchaser in the original easement strip. Such amendment of the description shall be effective whether or not signed by Purchaser, but Purchaser shall execute it or such other document necessary to indicate the relocation of the easement strip, when and if requested by Seller.

Purchaser agrees to indemnify and defend Seller from any loss, claim or liability to Seller arising in any manner out of Purchaser's use of the easement strip. Purchaser shall pay Seller for any property of Seller's damaged by Purchaser's use of this easement. Seller assumes all risk arising out of his use, repair and maintenance of the easement strip and Purchaser shall have no liability to Seller or others for any condition existing thereon.

It is understood between Purchaser and Seller that there is no easement for irrigation water to the premises herein conveyed. Purchaser agrees to accept irrigation water drainage from the lands of Seller and specifically agrees not to dike said water so as to restrict its natural flow across the subject property.

It is further agreed between the parties that the Purchaser will execute a Quitclaim Deed to the property, which will serve to extinguish the easement for ingress and egress above described, and said Quitclaim Deed shall be delivered to Western Bank as escrow agent, with instructions to said escrow agent, that the Quitclaim Deed shall only be released to the Seller upon the happening of any of the events described herein which would terminate said easement.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed in duplicate as of the day and year first above written.

SELLER:

HAROLD A. CAMPBELL

PURCHASER:

960 RADIO, INC., an Oregon corporation

by: [Signature]

President

by: [Signature]

Secretary

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named HAROLD A. CAMPBELL, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

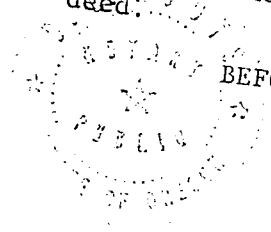
Susan Kay May
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/4/85

STATE OF OREGON)
County of Klamath) ss.

December 30, 1983

Personally appeared CYRUS L. SMITH and NELLIE E. SMITH, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and the latter is the Secretary of 960 RADIO, INC., an Oregon corporation, and that the seal affixed to the foregoing instrument is the corporate seal and is affixed by authority of its Board of Directors; and that each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:



Susan Kay May
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-24-85

Return To:

Boivin & Boivin, P.C.
Attorneys at Law
110 North Sixth Street
Klamath Falls, Oregon
97601

A parcel of land situated in Section 21, T. 39 S., R. 10 E. W. M., Klamath County, Oregon, being more particularly described as follows:

Beginning at the center one-quarter corner, marked by a 5/8 inch iron pin; thence South $00^{\circ}02'26''$ E, along the North-South center section line, 500.00 feet to a steel fence post; thence leaving said North-South center of section line, S $70^{\circ}00'00''$ W. 1150.00 feet to an iron axle; thence North 270.00 feet to a 5/8 inch iron pin; thence S $61^{\circ}05'00''$ W., 272.76 feet to a point on the West line of the East half of the West half of said Section 21; thence along said West line N $00^{\circ}04'26''$ E, 829.80 feet to its intersection with a fence from the East; thence leaving said West line, N $60^{\circ}02'36''$ E. 803.03 feet to the point of intersection with said fence; thence along said fence, N $67^{\circ}38'11''$ E, 251.68 feet to a point; thence continuing along said fence N $70^{\circ}18'03''$ E., 413.16 feet to its intersection with said center of section line; thence leaving said fence along said center of section line S $00^{\circ}02'26''$ E, 710.60 feet, to the point of beginning, containing 33.97 acres, more or less.

EXHIBIT "A"

DESCRIPTION

706

Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

SECTION 20: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, and Government Lots 1 and 2. EXCEPTING FROM Lots 1 and 2, the following described parcel: Beginning 1218 feet North of the Southeast corner of Section 20 on the right bank of Lost River; thence North 282 feet; thence West 258.5 feet; thence North, 42° 30' West 317.5 feet; thence South 60° West 350 feet; thence South 300 feet; thence South 36° 45' West 269.5 feet; thence South 10° West 1060 feet to the South line of Lot 2; thence East 250 feet to the right bank of Lost River, thence up stream along bank of Lost River to place of beginning; ALSO EXCEPTING a tract of land situated in Lot 2, Section 20, more particularly described as follows:

Beginning at the Southwest corner of the said Lot 2; thence North along the West line of said Lot 2, 241 feet to an iron pin; thence East at right angles to the West line of said Lot 2, 265 feet to an iron pin on the Westerly bank of Lost River; thence Southwesterly along the Westerly bank of Lost River to the South line of said Lot 2; thence West along the South line of said Lot 2 to the point of beginning.

SECTION 17: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, and a strip of land one rod wide off of the North end of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, ALSO, the following parcels:

A portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 39 South, Range 10 East of the Willamette Meridian in Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17, which is 80 feet North of the intersection of said East boundary with the Northeasterly boundary of the Oregon California and Eastern Railroad, which point of beginning is the Northeasterly corner of that parcel of land conveyed by W. C. Dalton and Elizabeth E. Dalton, husband and wife, to Roy F. Kinsman and A. R. Campbell and Iva B. Campbell, his wife, said conveyance being recorded in Klamath County Deed Records, Volume 118, page 349; thence North 66° 57' $\frac{1}{2}$ ' West, along a line parallel to said railroad, a distance of 350 feet, more or less, to the Northwesterly corner of said parcel deeded by Dalton to Kinsman, et al, which point is on the Southeasterly boundary of that parcel of land conveyed by I. E. Campbell and Katherine Campbell, husband and wife, to A. R. Campbell and Iva Bell Campbell, husband and wife, and Harold A. Campbell and Frances May Campbell, husband and wife, said conveyance being recorded in Klamath County Deed Records, Volume 278, page 73; thence North 23° 02' $\frac{1}{2}$ ' East, at right angles to said railroad, a distance of 6.38 feet, more or less, to the Northeasterly corner of said parcel deeded by I. E. Campbell, et ux, to A. R. Campbell, et al; thence North 66° 57' $\frac{1}{2}$ ' West along a line parallel to said railroad a distance of 160 feet, more or less, to the Northwesterly corner of said parcel deeded by I. E. Campbell et ux, to A. R. Campbell, et al; thence South 23° 02' $\frac{1}{2}$ ' West along a line at right angles to said railroad a distance of 80 feet, more or less to the Northeasterly right of way line of said railroad; thence North 66° 57' $\frac{1}{2}$ ' West along said right of way line, a distance of 239.17 feet; thence North 23° 02' $\frac{1}{2}$ ' East at right angles to said railroad a distance of 110 feet; thence South 66° 57' $\frac{1}{2}$ ' East along a line parallel to said railroad, a distance of 733.69 feet, more or less, to the East boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 17; thence South along the East boundary of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 39.53 feet, more or less to the point of beginning.

(continued)

Beginning at a point on the Northerly right of way line of the O. C. & E. Railroad which is 50 feet at right angles in a Northeasterly direction from Station 5162;80 of the O. C. & E. Railroad centerline and which point also lies West along the Northerly right of way line of the O. C. & E. Railroad a distance of 100 feet from the Westerly line of the Campbell Potato Cellar and running thence; continuing in a Northeasterly direction at right angles to the O. C. & E. Railroad centerline at Station 5162;80 a distance of 80 feet to an iron pin; thence Northwesterly parallel to the Northerly right of way line of the O. C. & E. Railroad a distance of 160 feet to an iron pin; thence Southwesterly at right angles a distance of 80 feet to an iron pin which lies on the Northerly right of way line of the O. C. & E. Railroad opposite Station 5164;40; thence Southeasterly along the Northerly right of way line of the O. C. & E. Railroad a distance of 160 feet, more or less, to the point of beginning, in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Beginning at a point where the North line of the O. C. & E. Railroad right of way crosses the county road, bisecting North and South Section 17, Township 39 South, Range 10 East of the Willamette Meridian, running thence North along the said County Road 80 feet; thence Northwest and parallel to the right of way of the O. C. & E. Railroad 350 feet; thence Southwest and at right angles to the right of way of the O. C. & E. Railroad to the North boundary line of the said right of way; thence Southeast along the North boundary of said right of way to the point of beginning, said land being in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 39 South, Range 10 East of the Willamette Meridian.

SECTION 16: SE $\frac{1}{4}$ SW $\frac{1}{4}$, and that portion of the W $\frac{1}{2}$ W $\frac{1}{2}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying South of the right of way of the O. C. & E. Railroad.

SECTION 21: NW $\frac{1}{4}$, and Government Lots 1 and 2, EXCEPTING THEREFROM the following:

A parcel of land situated in Section 21, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the center one quarter corner, marked by a 5/8 inch iron pin; thence South 00° 02' 26" East, along the North-South center of section line, 500.00 feet to a steel fence post; thence leaving said North-South center of section line, South 70° 00' 00" West, 1150.00 feet to an iron axle, thence North 270.00 feet to a 5/8 inch iron pin; thence South 61° 05' 00" West 272.76 feet to a point on the West line of the E $\frac{1}{2}$ W $\frac{1}{2}$ of Section 21; thence along said West line North 00° 04' 26" East, 829.80 feet to its intersection with a fence from the East; thence leaving said West line, North 60° 02' 36" East 803.03 feet to the point of intersection with said fence; thence along said fence, North 67° 38' 11" East, 251.68 feet to a point; thence continuing along said fence North 70° 18' 03" East, 413.16 feet to its intersection with said center of section line; thence leaving said fence along said center of section line South 00° 02' 26" East 710.60 feet, to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 13th day of January, A.D., 1937 at 3:30 o'clock P.M. and duly recorded in Vol 1004, of Books 3701 on page 701.

Fee \$ 28.00

EVERLYN BIEHN, COUNTY CLERK

Wm. Louis Th... Deputy