

MTC 22786-K
EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into on the date set forth below by and between VINTON ALAN LOVENESS, VICKI SUE ROGAL and KATHY ADAIR ROGERS, as Grantors (hereinafter referred to as "Grantors"), and LOREN LOVENESS and ELSIE LOVENESS, as tenants in common, as Grantees (hereinafter referred to as "Grantees").

IN CONSIDERATION of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Recitals. The parties hereby declare that the following facts are true. Grantors are the owners of the real property described on Exhibit "A" which is attached hereto and, by this reference, made a part hereof. Grantees are the owners of the real property described on Exhibit "B" which is attached hereto and, by this reference, made a part hereof.

The parcels owned by Grantors and Grantees are adjacent. Grantors have agreed to convey to Grantees an easement for access purposes across the land of Grantors.

2. Consideration. This easement is in fulfillment of an agreement between Grantors and Grantees dated December 12, 1986.

3. Easement. Grantors hereby convey to Grantees and to their heirs, successors and assigns, a perpetual non-exclusive easement to use a strip of land across the property of Grantors. Said strip of land is described on Exhibit "C" which is attached hereto and, by this reference, made a part hereof.

4. Use. Grantees shall use the easement strip only for purposes of ingress and egress to the property of Grantees. The

1 easement strip shall be used and maintained by Grantees in a manner
 2 so as not to unreasonably interfere with any lawful use of Grantors'
 3 property by Grantors or others.

4 5. Indemnification. Grantees shall indemnify and defend
 5 Grantors from any loss, claim or liability of Grantors arising in
 6 any manner out of Grantees' use of this easement. Grantees assume
 7 all risk arising out of their use of this easement strip and accept
 8 the easement strip AS IS.

9 6. Appurtenant. This easement is appurtenant to the
 10 real property owned by Grantees.

11 7. Prior Easements or Encumbrances. This easement is
 12 granted subject to all prior easements or encumbrances.

13
 14 DATED: December 21, 1989

Vinton Alan Loveness
 VINTON ALAN LOVENESS

15
 16 DATED: December 21, 1989

Vicki Sue Rogal by V.A. Loveness
 VICKI SUE ROGAL by
 V. A. LOVENESS, Attorney in Fact

17
 18
 19 DATED: December 21, 1989

Kathy Adair Rogers by V.A. Loveness
 KATHY ADAIR ROGERS by
 V. A. LOVENESS, Attorney in Fact

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LOVENES2.EAS

1 STATE OF OREGON)
 2) ss.
 3 COUNTY OF KLAMATH)

4 On December 21, 1989, before me, the undersigned Notary
 5 Public for the State of Oregon, personally appeared the above-named
 6 VINTON ALAN LOVENESS who is known to me to be the individual
 7 described above and who acknowledged the foregoing instrument to be
 8 his voluntary act and deed.

9 Sworn and subscribed to before me this 21st day of
 10 December, 1989.

Kristi L. Redd
 Notary Public for Oregon
 My Commission Expires: 11/16/91

11 STATE OF OREGON)
 12) ss.
 13 COUNTY OF KLAMATH)

14 On December 21, 1989, before me personally appeared the
 15 above-named V. A. LOVENESS who is known to me to be the person who
 16 subscribed his name to the within instrument and who, being first
 17 duly sworn, did say that he is the attorney-in-fact for VICKI SUE
 18 ROGAL; that he acknowledged the within instrument by the authority
 19 of and on behalf of VICKI SUE ROGAL; and he acknowledged said
 20 instrument to be the voluntary act and deed of VICKI SUE ROGAL.

21 Sworn and subscribed to before me this 21st day of
 22 December, 1989.

Kristi L. Redd
 Notary Public for Oregon
 My Commission Expires: 11/16/91

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LOVENES2.EAS

1 STATE OF OREGON)
 2 COUNTY OF KLAMATH) ss.

3 On December 21, 1989, before me personally appeared the
 4 above-named V. A. LOVENESS who is known to me to be the person who
 5 subscribed his name to the within instrument and who, being first
 6 duly sworn, did say that he is the attorney-in-fact for KATHY ADAIR
 7 ROGERS; that he acknowledged the within instrument by the authority
 8 of and on behalf of KATHY ADAIR ROGERS; and he acknowledged said
 9 instrument to be the voluntary act and deed of KATHY ADAIR ROGERS.

10 Sworn and subscribed to before me this 21st day of
 11 December, 1989.

12 *Kristi L. Redd*
 13 Notary Public for Oregon
 14 My Commission Expires: 11/16/91

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EXHIBIT "A"

The NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 40S, Range
13E, Willamette Meridian, Klamath County,
Oregon.

EXHIBIT "B"

A tract of land situated in Section 31, Township 40S, Range 13E, Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the South Line of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 31 from which point the Southeast Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ bears S89°28'07"E, 1061.26 feet; thence the following courses and distances: S18°44'08"E, 590.47 feet; S23°04'51"E, 385.43 feet; S20°08'02"E, 275.85 feet; S01°01'00"E, 153.92 feet to a point on the North Line of Lot 7 of said Section 31; thence N89°31'10"W on said North Line, 663.22 feet; thence leaving said North Line on the following courses and distances: N61°11'14"W, 165.10 feet; N29°33'57"W, 284.64 feet; N40°30'09"W, 181.16 feet; N53°21'02"W, 141.88 feet; N76°48'07"W, 611.43 feet; N07°51'21"W, 213.86 feet; N24°14'23"W, 611.89 feet; N10°03'08"W, 254.20 feet; N23°20'05"W, 133.80 feet; N10°15'35"W, 294.26 feet; N05°49'53"E, 286.90 feet; N14°52'21"W, 307.33 feet; N81°42'04"E, 246.78 feet; S41°01'39"E, 209.85 feet; S57°28'17"E, 1075.61 feet; S50°45'53"E, 327.70 feet to a point on the West Line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence 00°57'48"E on said West Line, 472.33 feet to the Southwest Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$; thence S89°28'07"E on the South Line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$, 266.02 feet to the point of beginning containing 69.79 acres, more or less (1988 Pope).

EXHIBIT "C"

A strip of land 30 feet in width for ingress and egress situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31 T40S R13E, W.M., Klamath County, Oregon, being 15 feet on each side of the following described centerline: Beginning at a point on the South Line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ bears N89°31'10"W, 1132.38 feet; thence N30°32'00"W, 51.11 feet; thence N53°27'50"W, 156.01 feet; thence N00°22'00"E, 196.79 feet; thence N19°07'00"W, 166.42 feet.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Mountain Title Co. the 22nd day
of Dec. A.D. 19 89 at 12:03 o'clock P.M., and duly recorded in Vol. M89,
of Deeds on Page 24740.

Evelyn Biehn, County Clerk

FEE \$38.00

3y

Return: M.T.C.

AFTER
RECORDING
RETURN
TO:

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