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NO PART OF ANY STEVENS-NESS FORM MAY BE REPR

2006-017351

Klamath County, Oregon



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08/29/2006 12:44:19 PM

Fee: \$36.00

EASEMENT

1st-1043301

Between

Brunelle

And

LK Investments

After recording, return to (Name, Address, Zip):

First American Title
Attn: Stacy Collins
404 Main St, SE
K Falls, OR 97601

THIS AGREEMENT made and entered into on July 18, 2006, by and between Cory R. Brunelle and Shelly Brunelle, hereinafter called the first party, and L.K. Investments LLC, a Washington Limited Liability Company, hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

The S 1/2 SW 1/4 SW 1/4 of Section 8, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, Lying Westerly of Round Lake Road.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in that county and state, to-wit:

See Attached Exhibit A

NOW, THEREFORE, in view of the premises and in consideration of \$ by the second party to the first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

See Attached Exhibit B

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)

36-F



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be Perpetual, always subject, however, to the following specific conditions, restrictions and considerations:

Right away for existing pavement into the park, no other roads or land.

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

and the second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): ☐ the first party; ☒ the second party; ☐ both parties, share and share alike; ☐ both parties, with the first party responsible for _____% and the second party responsible for _____. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF the parties have hereunto set their hands in duplicate on the day and year first written above.

X Cory R. Brunelle
X Shelly Brunelle
FIRST PARTY

STATE OF OREGON, County of Klamath ss.
This instrument was acknowledged before me on August 29, 2006
by Cory R. Brunelle & Shelly Brunelle
This instrument was acknowledged before me on _____
by _____
as _____
of _____



[Signature]
Notary Public for Oregon
My commission expires 8-2-07

SECOND PARTY

STATE OF OREGON, County of _____ ss.
This instrument was acknowledged before me on _____
by _____
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Notary Public for Oregon
My commission expires _____

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

DESCRIPTION

The following described real property situate in Klamath County, Oregon:

Parcel 1:

The S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following:

Parts of Lot 3 in the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest section corner of said Section 7; thence North along the West line of said Section a distance of 1091.7 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence South 46°30' East a distance of 425.0 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence South 73°30' East a distance of 831.0 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence North 88° East a distance of 691.7 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence South 83°30' East a distance of 367.2 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence South 8°30' East a distance of 90.8 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence South 30°30' East a distance of 67.7 feet to a $\frac{3}{4}$ " iron pipe 36 inches long; thence South 54°30' East a distance of 140.0 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence North 81° East a distance of 80.8 feet to a $\frac{3}{4}$ " iron pipe 40 inches long; thence South 72°30' East a distance of 101.40 feet to a 1 $\frac{1}{4}$ " iron pipe 30 inches long; thence North 77°30' East, a distance of 147.8 feet, more or less to a 1 $\frac{1}{4}$ " iron pipe 30 inches long, located at the East line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section; thence South along the East line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section, a distance of 365.0 feet, more or less, to the quarter corner on the South line of said Section 7; thence West along the South line of said Section, a distance of 2640.0 feet, more or less to the point of beginning.

Parcel 2:

That portion of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM the following:

Beginning at the Southeast section corner of said Section 7; thence West along the South line of said Section, a distance of 540 feet to the point of beginning; thence North a distance of 150 feet; thence West a distance of 200 feet; thence South, a distance of 150 feet; thence East along the South line of said Section, a distance of 200 feet to the point of beginning.

Parcel 3:

That portion of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southeast section corner of Section 7; thence West along the South line of said Section, a distance of 540 feet to the point of beginning; thence North a distance of 150 feet; thence West a distance of 200 feet; thence South, a distance of 150 feet; thence East along the South line of said Section, a distance of 200 feet to the point of beginning.

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

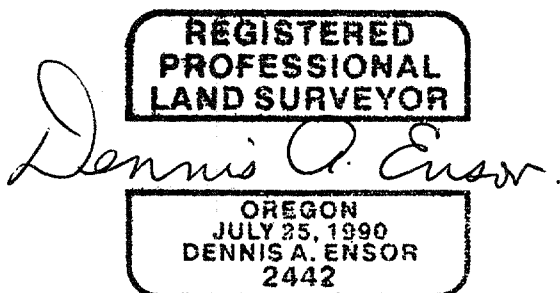
Exhibit B

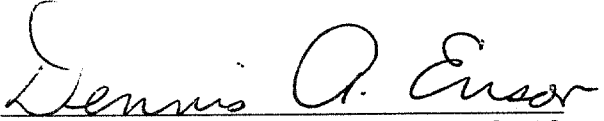
July 18, 2006

LEGAL DESCRIPTION OF ACCESS EASEMENT

AN ACCESS EASEMENT SITUATED IN THE SW1/4 SW1/4 OF SECTION 8, T39S, R8EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 8, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 8 BEARS S00°06'03"E 521.68 FEET; THENCE N00°06'03"W, ALONG THE SAID WEST LINE, 33.49 FEET; THENCE, LEAVING SAID WEST LINE, S78°28'14"E 36.29 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ROUND LAKE ROAD; THENCE, ALONG THE SAID WESTERLY RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS POINT BEARS S75°07'29"E 257.85 FEET AND CENTRAL ANGLE EQUALS 07°29'19") 33.70 FEET; THENCE, LEAVING SAID WESTERLY RIGHT OF WAY LINE, N76°46'55"W 29.79 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON RECORD OF SURVEY 3304 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.




DENNIS A. ENSOR O.L.S. 2442

EXPIRES: 12/31/07