

Blm Com. Journal

2006-023394

Klamath County, Oregon



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11/22/2006 11:05:10 AM

Fee: NO FEE

EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of November 2006, by and between Virgin Enterprises, LLC (hereinafter "Grantor"), and Klamath County Oregon (hereinafter "Grantee").

W I T N E S S E T H

Grantor is the record owner of real property in Klamath County, State of Oregon, particularly described as follows:

That portion of the SE1/4 SW/4 and Government Lot 4 in Section 18, Township 23 South, Range 10 East of the Willamette Meridian, lying Southeasterly of the Dalles-California Highway U.S. 97

Grantor's property is located in Klamath County, Oregon and abuts an access road, commonly known as Michael Road, which connects to the east side of Highway US 97 at approximately mile point 175.46, as depicted on Exhibit "A", attached hereto and by this reference incorporated herein. A portion of the Michael Road route crosses Grantor's property.

Antelope Meadows subdivision is located near Grantor's property. Residents of the subdivision have been crossing Grantor's property and using the Michael Road access to reach Highway 97.

The Oregon Department of Transportation (ODOT) has expressed legal concerns regarding the public's use of Michael Road as an access to Highway 97.

For reasons of public safety, to include emergency vehicle response, Klamath County has an interest in ensuring that the public have access to Highway 97 from Michael Road.

1. AGREEMENT FOR EASEMENT

Grantor hereby conveys to Grantee, a one year non-exclusive easement across the property of Grantor in the location indicated on the attached Exhibit "A," said access intended to create a public right of way and intended to benefit the general public.

The terms of this easement are as follows:

1. Grantor shall have no maintenance responsibility whatsoever for the road in the easement area. The parties hereto anticipate that the road in the easement area shall be maintained by the residents of Antelope Meadows subdivision.

2. Grantor reserves and all rights to use the road located upon this easement which do not unreasonably interfere with the rights granted herein.

3. Grantor shall not grant any other easements on the subject road without first informing Klamath County, who shall coordinate with the Oregon Department of Transportation to ensure that any additional easement agreements meet applicable laws and regulations.

4. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of the public's use of the easement. Grantee assumes all risks arising out of the public's use of the intended access and Grantor shall have no liability to Grantee or to others for any condition existing thereon or arising therefrom.

5. This easement shall terminate one year from the date of execution without prior written notice. Said easement may be

2. AGREEMENT FOR EASEMENT

terminated prior to the expiration of one year upon the written agreement by both Grantor and Grantee.

6. During the time that this easement agreement remains in effect, the easement granted herein shall run with the land of Grantor and all obligations and duties detailed herein shall transfer to the assigns, heirs or any other successors in interest to Grantor. Grantor shall record this agreement or a memorandum thereof in the deed records of Klamath County and shall record any subsequent documents as necessary to reflect any extension or termination of this agreement.

7. This easement is granted subject to all encumbrances of record and is not intended to extinguish any rights that Grantor's property enjoys.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 17 day of November 2006.

GRANTOR:

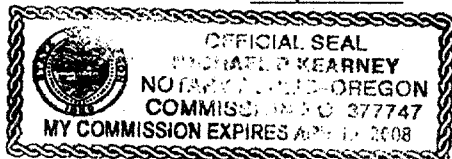
Joan M. Virgin
Joan M. Virgin
Member of
VIRGIN ENTERPRISES, LLC

GRANTEES:

W. Daniel Bunch
W. Daniel Bunch, County Counsel
on behalf of the Klamath Board
of County Commissioners

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named Joan Virgin, and acknowledged the foregoing instrument to be her voluntary act and deed, before me this 17 day of November, 2006.

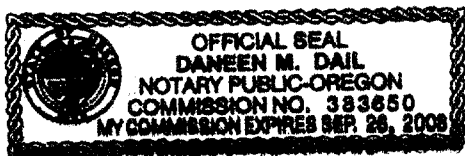


Michael A. Kearney
Notary Public for Oregon
My Commission expires: 4-19-2008

3. AGREEMENT FOR EASEMENT

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named W. Daniel Bunch, and
acknowledged the foregoing instrument to be his voluntary act and
deed, before me this 14th day of November, 2006.



Daneen M Dail
Notary Public for Oregon
My Commission expires: Sept. 26, 2008

4. AGREEMENT FOR EASEMENT

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