

2007-010545

Klamath County, Oregon



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06/12/2007 10:06:52 AM

Fee: \$41.00

2007-008510

Klamath County, Oregon



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05/10/2007 08:23:54 AM

Fee: \$41.00

AFTER RECORDING, RETURN TO:

William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES

DATED: May 3, 2007

PARTIES: William E. Ray, Sr. and Karen M. Ray (the "Rays") and William E. Ray, Jr.
("Willy Ray").

THIS AGREEMENT IS BEING RE-RECORDED TO CORRECT THE DESCRIPTION OF THE EASEMENT DESCRIBED IN THE SECOND PARAGRAPH OF SECTION 1.1, BELOW.

RECITALS:

A. The Rays are the owners of certain real property in Klamath County, Oregon commonly known as Klamath County Tax Lots 3507-007A0-100, 200, 300, 400, 500, and 600 and 3507-007BA-00100, more particularly described on Exhibit A attached hereto.

B. Willy Ray is the owner of certain real property in Klamath County, Oregon commonly known as Klamath County Tax Lots 3507-007A0-00700 and 00800, more particularly described on Exhibit B attached hereto.

C. The Rays are the owners of a 30-foot wide Easement for ingress and egress over the South 30 feet of the real property in Klamath County, Oregon described on the Deed recorded on August 1, 1994 in Volume M94 at page 23501 of the Deed Records of Klamath County, Oregon.

D. Each of the parties resides on their respective parcels. Each of the parties desires to further develop their respective parcels for agricultural, residential, recreational, and commercial purposes.

E. The parties to this agreement intend to create a permanent, mutual, and reciprocal easement and right-of-way for use by them as a private roadway and easement for utilities and services. Such easement shall be appurtenant to and shall benefit all of the property of the parties described in Recital paragraphs A and B, above.

The parties, therefore, agree as follows:

Section 1. Grant of Easements, Establishment of Right of Way.

1.1 The parties hereby grant and convey to each other permanent, mutual, reciprocal rights of way 30 feet in width on, over, across, and along the westerly boundary of the real property described as Tax Lots 3507-007A0-500, 600, and 700, and more particularly described as Parcels 3 and 4 on Exhibit A and as described on Exhibit B.

Further, the Rays grant and assign to Willy Ray the right to use the Easement described in Recital C, above, and grant and convey to Willy Ray a permanent, mutual, reciprocal easement and right of way, 30 feet in width, on, over, and across the southerly 30 feet of the**
The Easements granted hereby shall be appurtenant to and for the benefit of the real property

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES

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** parcel of land described in the Deed recorded in Volume M93, Page 8952 of the Deed Records of the Clerk of Klamath County, Oregon.

owned by each of the parties hereto more particularly described in the Recitals section hereinabove.

1.2 Said easements and rights of way may be used for vehicular and pedestrian ingress and egress purposes and for the location and relocation of utilities and services intended for the benefit of the land of the parties described above. Each party acknowledges and agrees that each of the parties to this agreement hold their land for development purposes and may divide, subdivide, and sell lots and parcels of their land. This easement shall be for the benefit of and appurtenant to each partition and subdivision of the land of the parties hereto. No party's rights hereunder shall lapse in the event of that party's failure to use the easement and right of way granted hereby on a continuous basis.

Section 2. Construction of Improvements.

2.1 Any of the parties hereto, at any time, may construct, reconstruct, maintain, and improve a roadway and such utilities and services as such party may desire for the purposes described above. However, no other party to this agreement shall be obligated to join in such development and shall not be liable for the cost of any such development unless otherwise agreed in writing.

2.2 No party making improvements pursuant to this agreement shall be obligated to any other party to design, engineer, or construct such improvements with capacity to meet the needs of the land of the other parties to this agreement.

Section 3. Maintenance and Repair.

3.1 The cost of periodic maintenance and necessary repairs to the roadway and other improvements hereafter constructed on the easement and right of way shall be borne exclusively by the party or parties whose land is actively benefiting from said improvements on a pro rata basis based on the usage each party makes of the Easement.

3.2 Each party shall pay when due all real property taxes, assessments, and other charges against the land to which each party holds fee title and which is part of this mutual easement. There shall be no right of contribution from any other party for such expense.

3.3 Each party shall and does hereby agree to indemnify and hold each of the other parties harmless from any damages or claims of damages relating to all activities, conditions, operations, and usages on or about the easement by the party and the party's successors in interest.

Section 4. Additional Easements.

4.1 Upon request of any party, the other parties shall grant to the requesting party such reasonable additional permanent and appurtenant easements under and along the easement created hereby as are necessary for installing, repairing, or maintaining water, gas, sewer, storm drainage, electrical, telephone, and cable lines, and other facilities serving all or a portion of the property benefited by this agreement. The cost of all such installation, repair, and maintenance shall be borne by the party requesting the grant of such easement, unless the other parties shall also actively use such easement for similar purposes.

4.2 No installation, repair, or maintenance of any such utility line or facility shall curtail or unreasonably impede the use of the easement for vehicular and pedestrian ingress and egress.

Section 5. Breach of Obligations. In the event that any party to this agreement shall fail to perform its obligations under this agreement, the other parties shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically

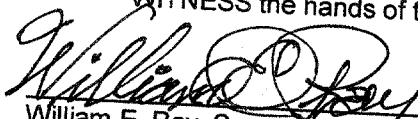
granted under this agreement.

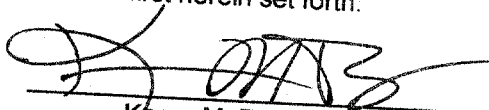
Section 6. Attorney's Fees. In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at arbitration, trial, or on appeal, as adjudged by the appropriate arbitrator, trial or appellate court.

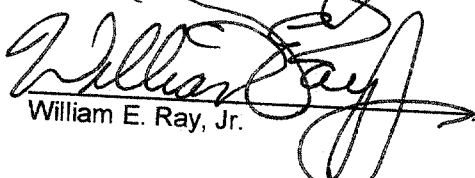
Section 7. Effect of the Agreement. The easements created and granted hereunder shall run with the land as to all property burdened and benefited by such easements, including any division or partition of such property. The rights, covenants, and obligations contained in this agreement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgagees, and beneficiaries under Deeds of Trust.

Section 8. Land Use Notice. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

WITNESS the hands of the parties as of the date first herein set forth.

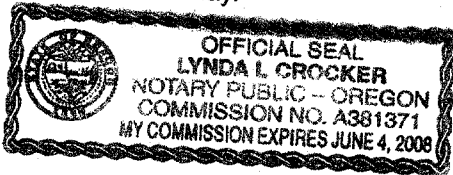

William E. Ray, Sr.

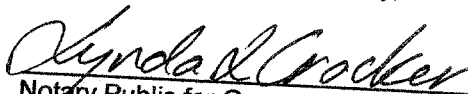

Karen M. Ray


William E. Ray, Jr.

STATE OF OREGON, County of Klamath) ss.

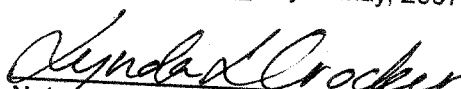
This instrument was acknowledged before me on the 7th day of May, 2007 by William E. Ray, Sr. and Karen M. Ray.




Notary Public for Oregon
My Commission Expires: 6-4-08

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 7th day of May, 2007 by William E. Ray, Jr.


Notary Public for Oregon
My Commission Expires: 6-4-08

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES

EXHIBIT A

Parcel No. 1:

The real property in Klamath County, Oregon described on the Deed recorded on April 27, 1993 in Volume M93 at Page 8952 of the Deed Records of Klamath County, Oregon.

Parcel No. 2:

The real property in Klamath County, Oregon described on the Deed recorded on February 15, 1966 in Volume M66 at Page 1281 of the Deed Records of Klamath County, Oregon.

Parcel No. 3:

The real property in Klamath County, Oregon described on the Deed recorded on September 8, 1998 in Volume M95 at Page 32945 of the Deed Records of Klamath County, Oregon.

Parcel No. 4:

A tract of land situated in Government Lot 5 in Section 7, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the one quarter corner common to Sections 6 and 7, Township 35 South, Range 7 East of the Willamette Meridian; thence South along the West line of Lots 2 and 5, 834.8 feet to the point of beginning; thence East parallel with the North line of Section 7, 864.8 feet; thence South 208.7 feet; thence West parallel with the North line of Section 7, 864.8 feet to the West line of Lot 5; thence North 208.7 feet to the point of beginning.

EXHIBIT B

The following described tracts in Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon:

Beginning at a point on the East line of Government Lot 6, said Section 7, at a point that is 174.80 feet South of the Northeast corner of said Lot 6; thence South along the East line of said Government Lot 6, and Government Lots 7 and 12 to the Southeast corner of said Government Lot 12; thence West along the South line of said Government Lot 12 to a point that is 450.4 feet East of the Southwest corner thereof, said point being the Southeast corner of a tract conveyed to Anderson by Contract recorded February 26, 1963 in Deed Book 343 at page 340; thence North along said Anderson tract a distance of 660 feet; thence West along said Anderson tract a distance of 660 feet to the East line of a tract conveyed to Anderson by Contract recorded February 26, 1963 in Deed Book 343, page 338; thence North along the East line of said Anderson tract a distance of 452.1 feet to the Northeast corner thereof; thence West along the North line of said Anderson tract a distance of 449.10 feet to the Southeast corner of a tract conveyed to Harold Sefton by deed recorded March 5, 1963 at Book 343 at page 449; thence North along the East line of said Sefton tract, a distance of 138 feet to the Northeast corner thereof; thence West along the North line of said Sefton tract and the North line of a tract conveyed to Edity Padgett by Deed recorded March 4, 1963 in Book 343 at page 447, a distance of 631.30 feet to the Northwest corner of said Padgett tract; thence South along the West line of said Padgett tract a distance of 138 feet to the Southwest corner thereof; thence West 30 feet to the West line of Government Lot 8 of said Section 7; thence North along the West line of Government Lot 8 and 5 of said Section 7, to a point that is South 174.8 feet from the Northwest corner of said Government Lot 5; thence East parallel to the North line of said Government Lot 5 and 6 to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in Government Lot 5 in Section 7, Township 35 South, Range 7 East of the Willamette Meridian: Beginning at the 1/4 corner common to Section 6 and 7, Township 35 South, Range 7 East of the Willamette Meridian; thence south along the West line of Lots 2 and 5, 834.8 feet to the point of beginning; thence East parallel with the North line of Section 7, 864.8 feet; thence South 208.7 feet; thence West parallel with the North line of Section 7, 864.8 feet to the West line of Lot 5; thence North 208.7 feet to the point of beginning.

ALSO EXCEPTING the South 451.3 feet of Government Lot 6 and the North 208.6 feet of Government Lot 7.