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IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF KLAMATH

 JAMES CHAMBERS and JOSEPH
CHAMBERS,

Petitioners,

vs

 ROY E. DISNEY and PETER H. DAILEY
doing business as D. D. LAND
COMPANY, S-D RANCH COMPANY, a
California limited partnership,
SHAMROCK HOLDINGS, INC.; PETER H.
DAILEY, Interpublic Group of
Companies; JACQUELIN DAILEY,
PETER H. DAILEY, JR.; SIDNEY JEAN
DAILEY, MICHAEL DAILEY MONK,
ELIZABETH MARY DAILEY and PATRICIA
LYNN DAILEY,

Respondents.

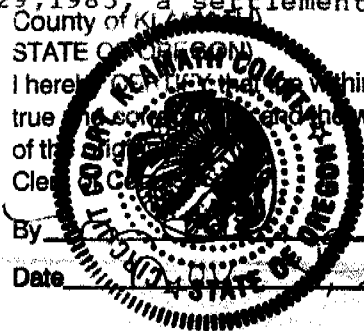
Case NO. 81-72

 DECREE ESTABLISHING MUTUAL
PRIVATE EASEMENTS

THIS MATTER first came regularly before the Court for trial on September 1, 1982 and thereafter adjourned to the 7th day of September, 1982. Petitioner, James Chambers appeared in person and through his attorney; the Petitioner, Joseph Chambers appeared through his attorney, Gary L. Hedlund; the Respondents, Roy E. Disney and Peter H. Dailey, appeared not in person but through their attorney, George Proctor; the Court having considered the testimony of witnesses, the exhibits presented and the arguments of counsel, thereafter made findings of fact and entered a decree on the 13th day of December, 1982. The Decree entered therein was appealed by the Respondents to the Oregon Court of Appeals and after oral argument, the Court of Appeals remanded the matter to the trial court for further proceedings. Thereafter, on October 29, 1985, a settlement

 GARY L. HEDLUND
ATTORNEY AT LAW
325 MAIN STREET
KLAMATH FALLS, OREGON
97601

Page 1 Decree

 County of Klamath
STATE OF OREGON
I hereby certify that within is a
true and correct copy of the whole
of the original
Clerk of Court
By _____
Date _____


1 hearing was conducted before the Honorable Ted Abram of Klamath
2 County Circuit Court and an agreement reached between the
3 parties and a record made memorializing the parties agreement.
4 The parties have submitted this decree in full and complete
5 resolution of all disputes existing between them. Based upon
6 the foregoing the court finds that:

7 1. Petitioners are the owners of the following
8 described parcels of real property:

9 The SE 1/4 of the NE 1/4 of Section 34,
10 Township 38 S. Range 8 E of the Willamette
11 Meridian, Klamath County, Oregon.

12 2. The Respondents are the owners of the following
13 described parcels of real property:

14 The SE 1/4 of Section 22; E 1/2 of Section
15 27; and the NE 1/4 of Section 34, save and
16 except SE 1/4 of the NE 1/4 of Section 34,
all of which real property is located in
Township 38 S, Range 8 E of Willamette
Meridian, Klamath County, Oregon.

17 3. There is in existence a dirt roadway 20 feet in
18 width which traverses the real property of the Respondents
19 described above and connects the real property of the
20 Petitioners with Oregon Highway 140, which roadway is more fully
21 described as:

22 A dirt road twenty (20) feet in width which
23 begins at a point at Engineer's center
24 line station 197 plus 00 on Highway 140
25 (Orindale Draw Section), then runs in a
26 generally south-easterly direction through
the SE 1/4 of Section 22, thence through the
NE 1/4 of Section 27, thence generally south-
westerly through the SE 1/4 of Section 27, thence
generally southeast through a portion of the
N 1/2 of the NE 1/4 of Section 34 to the

intersection of the petitioners property
located in the SE 1/4 of the NE 1/4 of Section
34, Township 38 South, Range, Range 8 East,
Willamette Meridian.

4. There is in existence a dirt roadway approximately
twenty (20) feet in width which traverses the real property of
the petitioners described above and connects to the roadway
described in Paragraph 3 above, which roadway is more fully
described as: The existing dirt road twenty (20) feet in width
which traverses the SW 1/4 of real property of petitioners more
fully described in Paragraph 1 above.

5. The roadway described in Paragraph 3 above has the
following specific characteristics of grade and surface:

Beginning at Highway #140, the road is paved from the
edge of the Highway to the gate in the right-of-way fence. For
the sake of clarity, the gate is mile post 0.00 on the Chamber's
access road.

From m.p. 0.00 to m.p. 0.45 the road is generally level
with a maximum grade of 5% on one short section approximately
150 feet long. The roadbed has an average width of 13 feet with
a red cinder surface.

From m.p. 0.45 to m.p. 0.75 the overall grade is 3%.
There is one section 100 feet long near m.p. 0.75 that has a
maximum grade of 11%. The average roadbed width is 12 feet and
has a dirt surface.

From m.p. 0.75 to m.p. 0.95 the overall grade of the
road is 2%, the roadbed width averages 12 feet and is a dirt
surface.

From m.p. 0.95 to m.p. 1.10 which is a gate in a wire
fence, the overall grade is 3 1/2% with the maximum being 5% for
about 75 feet in one small draw. The roadbed varies from 12 to
14 feet wide and is a dirt surface.

From m.p. 1.10 to m.p. 1.45 which is the left turn
from the main road to the Chamber's property, the grade varies
from level to a maximum 4%. The roadbed width is 10 feet with
dirt surface.

1 Based upon the foregoing findings and the agreement
2 and representations of the parties, IT IS ORDERED AND DECREED
3 THAT: the petitioners are granted an easement over and across
4 the real property of the respondents described in Paragraph 2.
5 above, and the respondents are granted an easement across the
6 real property of the petitioners described in Paragraph 1 above.
7 The easements as aforesaid are subject to the following
8 additional terms and conditions:

9 (A) The easements described as aforesaid shall be
10 private non-exclusive perpetual easements and shall inure to the
11 benefit of each of the parties heirs, successors and assigns.

12 (B) Petitioners shall pay to the respondents the sum
13 of \$1,500.00, \$600.00 of which is to be paid in cash and \$900.00
14 will be worked off by petitioners at the rate of \$15.00 per
15 hour on projects to be mutually agreed between the parties. The
16 work is to be performed by the respondent on or before August
17 1, 1987.

18 (C) All gates presently in place or hereinafter
19 erected in the future shall be kept locked and each of the
20 parties agrees to provide the other with keys to any such locks
21 placed on gates affecting the easements described herein.

22 (D) All judgments entered against either party and in
23 favor of the other prior to the execution of this agreement
24 shall be and hereby are satisfied.

25 (E) MAINTENANCE: Petitioners shall be responsible
26 for ten (10%) of the cost of maintaining the roadway over and
across the respondents real property and the respondents shall

1 be responsible for the remaining 90%. Petitioners will be
2 responsible for 90% of the maintenance costs of the easement
3 across petitioner's property and respondents 10% of the cost of
4 maintenance of the easement across petitioner's property.

5 (F) RELOCATION: Respondents shall have the right to
6 relocate that portion of the roadway along the easement on
7 respondents property that passes through the irrigated
8 agricultural area in the event that the respondents elect to
9 develop that area for agricultural purposes. Respondents shall
10 have such right in the event that the area is developed for
11 agricultural purposes consistent with the use of the ranch and
12 the agricultural development occurs not later than six (6)
13 months of the time that the roadway is moved. In the event that
14 respondents elect to move this portion of the road, the road as
15 relocated, must be of the same kind and quality as the existing
16 road and must meet the standards of the present road described
17 in Paragraph 5 above.

18 DATED: *November 2*
~~October~~ _____, 1988.

19
20 
21 TED ABRAM
Circuit Court Judge

22
23 
24 Form Approved:
George Proctor