

2012-004592

Klamath County, Oregon

After recording, return to:

Dean C. Engelson
Jennifer S. Engelson
P.O. Box 952
Shingle Springs, CA 95682-0952



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05/02/2012 09:04:23 AM

Fee: \$67.00

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made this 13th day of April, 2012, by and between AMBROSE and SUSAN McAULIFFE (Grantors) and DEAN C. ENGELSON and JENNIFER S. ENGELSON, Trustees under the Engelson Trust of 1995 (Grantees).

RECITALS:

- A.** Grantors are the owners of certain real property located in Klamath County, Oregon, and more particularly described as follows and by this reference incorporated herein:

E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 33 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, in the County of Klamath, State of Oregon.
Map Tax Lot: R-3307-V2600-00800

- B.** Grantees are the owners of certain real property located in Klamath County, Oregon, and more particularly described as follows and by this reference incorporated herein:

That portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ lying South of the Southerly bank of Short Creek in Section 26, Township 33 South, Range 7 $\frac{1}{2}$ East of the Willamette Meridian, excepting therefrom the South 330 feet, Klamath County, Oregon.

Map Tax Lot: R-3307-V2600-00200 Acres: 17.50

And

The South 330 feet of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 26, Township 33 South,
Range 7 $\frac{1}{2}$ East Willamette Meridian, Klamath County, Oregon.

Map Tax Lot: R-3307-V2600-00300 Acres: 10.10

NOW THEREFORE, in consideration of the sum of \$800 paid by Grantees to
Grantor and the following covenants and agreements, the parties agree as follows:

1. Grantors hereby grants and conveys to Grantees, a perpetual non-exclusive easement on, over, and across the Grantor's property described above, which easement shall be appurtenant to Grantees' property described above, and the easement shall be twenty (20) feet in width, measured ten (10) feet on each side of the center line, as described in that Exhibit A attached hereto, and as shown on Exhibit B attached hereto as said centerline crosses Grantor's property.
2. The easement may be used by the Grantees for access (ingress and egress), and the installation of underground power utilities to and from the Grantee's property described above.
3. In the event Grantees install any power utility services within the easement, Grantees shall install and maintain the utilities at their sole expense and shall maintain such utilities in a manner as to prevent fires. All power utility services shall be buried below plow depth.
4. Neither party shall install any additional gates across the roadway easement without the prior written consent of the other party.
5. Notwithstanding any other provision herein to the contrary, neither party shall make such use of the easement granted hereby which unreasonably interferes with the other party's use of the easement and their property.

6. The easement granted herein shall run with the land as to all property burdened and benefited by such easements. The rights, covenants and obligations contained herein shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees, and other lien holders.

7. Grantors reserve the right to use the easement for all purposes which do not substantially interfere with Grantee's enjoyment of the rights granted by this easement.

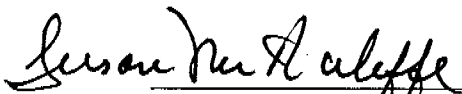
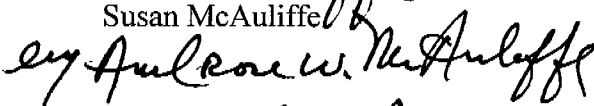
8. All costs of maintaining the roadway situated on the described easement shall be borne by Grantees. Grantees shall also bear their proportional share of maintaining the road situated on the easement, which share shall be 10% of the maintenance costs subject to renegotiations if either party's usage increase over present use.

9. Any capital investment made by Grantees to the roadway shall not constitute ownership of the real property on the right-of-way easement.

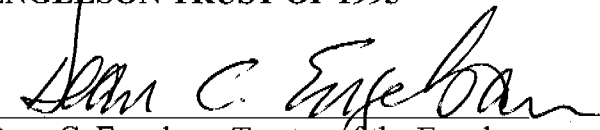
10. In the event of any legal proceeding to enforce, interpret or defend the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to their or its costs and disbursements, such reasonable attorneys' fees as may be fixed by the court, whether at trial or on appeal.

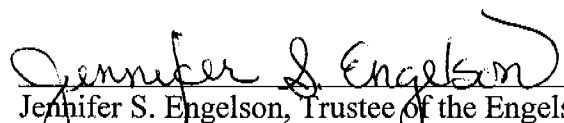
GRANTORS


Ambrose McAuliffe


Susan McAuliffe

P. O. A.

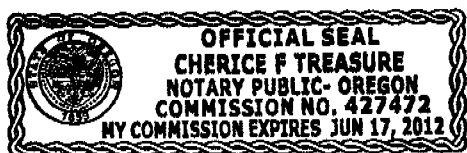
ENGELSON TRUST OF 1995


Dean C. Engelson, Trustee of the Engelson
Trust of 1995


Jennifer S. Engelson, Trustee of the Engelson
Trust of 1995

STATE OF OREGON)
)ss.
County of Klamath)

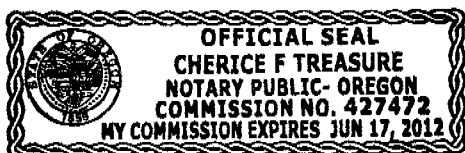
SUBSCRIBED and SWORN to before me this 13th day of April, 2012 by Ambrose McAuliffe.



Cherice F. Treasure
Notary Public for Oregon
My Commission Expires: 6/17/2012

STATE OF OREGON)
)ss.
County of Klamath)

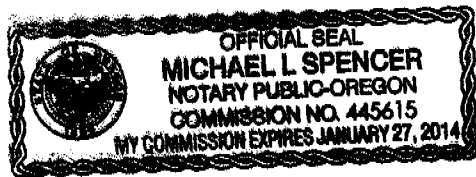
SUBSCRIBED and SWORN to before me this 13th day of April, 2012 by ^{***}Susan McAuliffe.
***Ambrose W. McAuliffe, Attorney in Fact for




Cherice F. Treasure
Notary Public for Oregon
My Commission Expires: 6/17/2012

STATE OF OREGON)
)ss.
County of Klamath)

SUBSCRIBED and SWORN to before me this 25th day of April, 2012 by Dean C. Engelson, Trustee of the Engelson Trust of 1995.

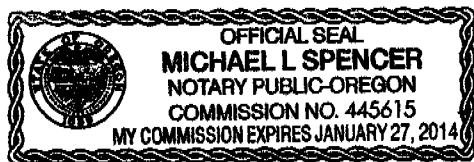


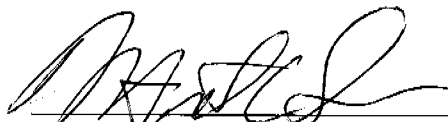


Notary Public for Oregon
My Commission Expires: 1-27-2014

STATE OF OREGON)
)ss.
County of Klamath)

SUBSCRIBED and SWORN to before me this 25th day of April, 2012 by Jennifer S. Engelson, Trustee of the Engelson Trust of 1995.





Notary Public for Oregon
My Commission Expires: 1-27-2014

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.T.

JUNE 8, 2006

LEGAL DESCRIPTION OF ACCESS AND PUBLIC UTILITY EASEMENT

A 20 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT, ALONG AN EXISTING ROAD, SITUATED IN THE NW1/4 OF SECTION 26, T33S, R7 1/2EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF PARCEL 1 OF "MINOR LAND PARTITION 39-90", FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL 1 BEARS S00°10'50"E 256.57 FEET; THENCE N21°31'38"E 419.32 FEET; THENCE N50°59'19"E 76.55 FEET; THENCE N69°28'42"E 60.29 FEET; THENCE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 175.00 FEET AND CENTRAL ANGLE EQUALS 21°09'19") 64.62 FEET; THENCE S89°21'59"E 422.86 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 75.00 FEET AND CENTRAL ANGLE EQUALS 26°18'00") 34.43 FEET; THENCE N64°20'02"E 152.04 FEET; THENCE, ON THE ARC A CURVE TO THE RIGHT (RADIUS EQUALS 190.00 FEET AND CENTRAL ANGLE EQUALS 30°30'29") 101.17 FEET; THENCE S85°09'29"E 130.08 FEET; THENCE, ON THE ARC A CURVE TO THE LEFT (RADIUS EQUALS 30.00 FEET AND CENTRAL ANGLE EQUALS 72°00'50") 37.71 FEET; THENCE N22°49'41"E 33.60 FEET; THENCE N10°01'01"W 155.87 FEET; THENCE, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 220.00 FEET AND CENTRAL ANGLE EQUALS 24°18'31") 93.34 FEET; THENCE N14°17'30"E 86.97 FEET; THENCE N04°55'40"E 98.58 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 100.00 FEET AND CENTRAL ANGLE EQUALS 32°19'33") 56.42 FEET; THENCE N27°23'53"W 88.85 FEET; THENCE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 275.00 FEET AND CENTRAL ANGLE EQUALS 29°01'37") 139.32 FEET, MORE OR LESS, TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M95 PAGE 34,421 OF THE KLAMATH COUNTY DEED RECORDS. BEARINGS OF THIS DESCRIPTION ARE BASED ON "MINOR LAND PARTITION 39-90" ON FILE AT THE OFFICE ON THE KLAMATH COUNTY CLERK.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1896
DENNIS A. ENSOR
2442

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/07

Exhibit A

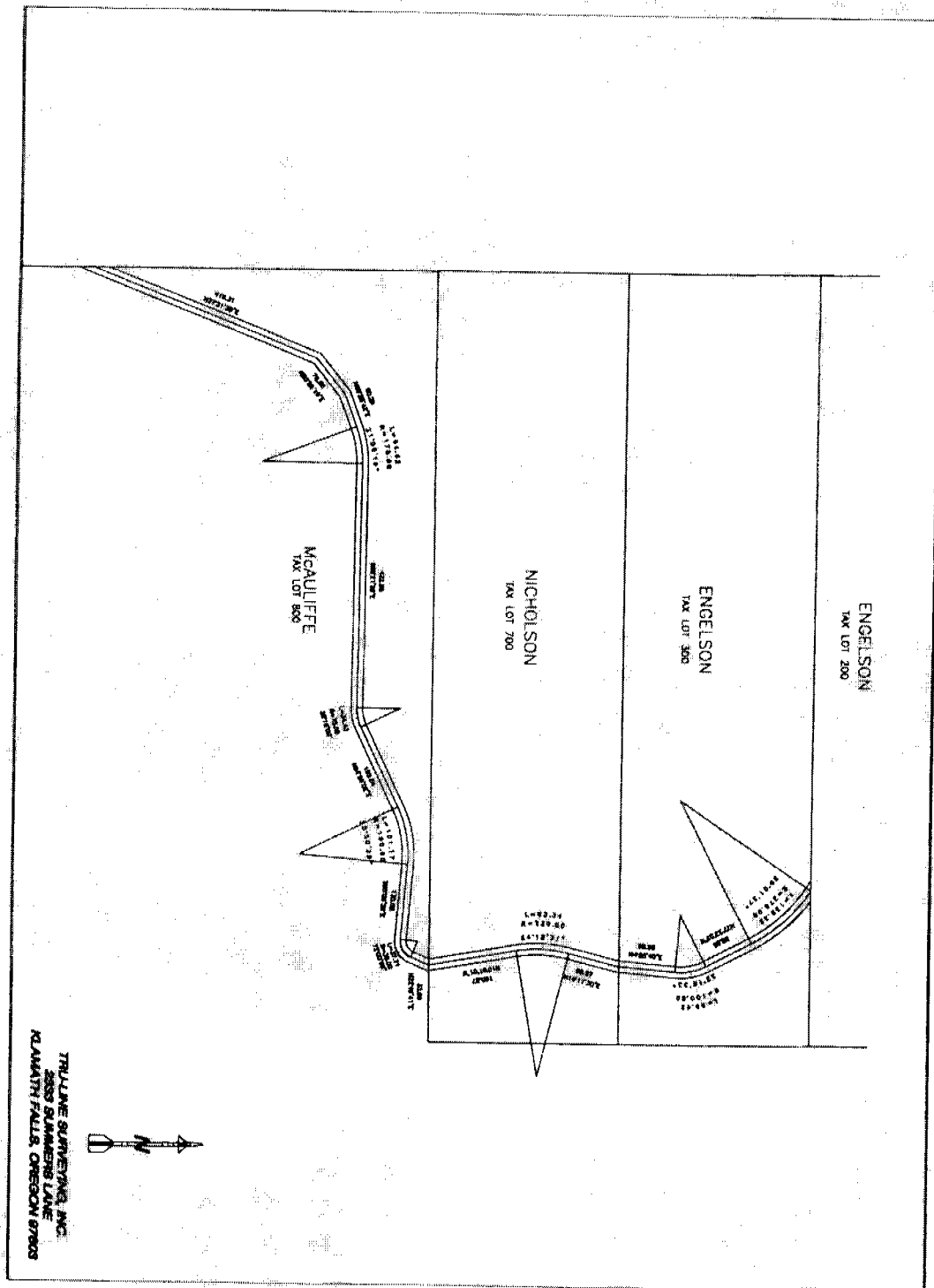


Exhibit B

Engelson R-3307-V2600-00200
 Engelson R-3307-V2600-00300
 Nicholson R-3307-V2600-00700
 McAuliffe R-3307-V2600-00800