

After recording, return to:

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

2012-004593

Klamath County, Oregon



00117504201200045930070070

05/02/2012 09:05:17 AM

Fee: \$67.00

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is made this 10 day of April, 2012, by and between ROGER NICHOLSON (Grantor) and DEAN C. ENGELSON and JENNIFER S. ENGELSON, Trustees under the Engelson Trust of 1995 (Grantees).

RECITALS:

- A. Grantor is the owner of certain real property located in Klamath County, Oregon, and more particularly described as follows and by this reference incorporated herein:

The N $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 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-V2600-00700

- 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 \$200 paid by Grantees to Grantor and the following covenants and agreements, the parties agree as follows:

1. Grantor 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 Grantors' 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. Grantee shall not install any gates across the roadway easement without the prior written consent of Grantor.

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. Grantees agree to defend, hold harmless and indemnify Grantor, his agents, successors and assigns from any loss, claim, or liability arising out of Grantee's use of the easement and right-of-way described herein.

8. Grantees assume all risks arising out of Grantee's use of the easement and Grantor shall have no liability to Grantees, Grantee's agents or employees and any independent contractor hired by Grantees, Grantee's Permittees and invitees for any condition existing upon the easement.

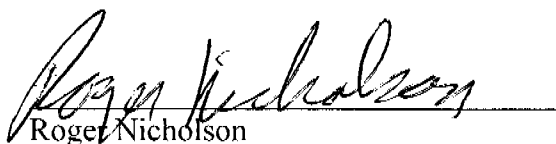
9. Grantor reserves the right to use the easement for all purposes which do not substantially interfere with Grantee's enjoyment of the rights granted by this easement.

10. The roadway will be maintained in its current condition (e.g. non-paved), and all costs of maintenance shall be Grantee's sole responsibility and expense. Provided, however, that if Grantor or his successors begin using the roadway for more than incidental land management access across Grantor's property this clause shall be renegotiated. Any damage done to the roadway by Grantor shall be the responsibility of the Grantor.

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

12. 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.

GRANTOR


Roger Nicholson

ENGELSON TRUST OF 1995

 4/26/12
Dean C. Engelson, Trustee of the Engelson
Trust of 1995

Jennifer S. Engelson 4/26/12
Jennifer S. Engelson, Trustee of the Engelson
Trust of 1995

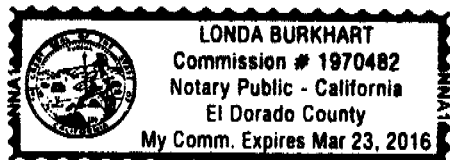
STATE OF ~~OREGON~~ ^{CA})
County of ~~Klamath~~ ^{El Dorado}) ss.

SUBSCRIBED and SWORN to before me this _____ day of April, 2012 by Roger
Nicholson

Notary Public for Oregon
My Commission Expires: _____

STATE OF ~~OREGON~~ ^{CA})
County of ~~Klamath~~ ^{El Dorado}) ss.

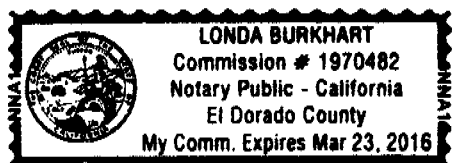
SUBSCRIBED and SWORN to before me this 26th day of April, 2012 by Dean C.
Engelson, Trustee of the Engelson Trust of 1995.



Londa Burkhardt
Notary Public for ~~Oregon~~ ^{California}
My Commission Expires: March 23, 2016

STATE OF ~~OREGON~~ ^{CA})
County of ~~Klamath~~ ^{El Dorado}) ss.

SUBSCRIBED and SWORN to before me this 26th day of April, 2012 by Jennifer S.
Engelson, Trustee of the Engelson Trust of 1995.



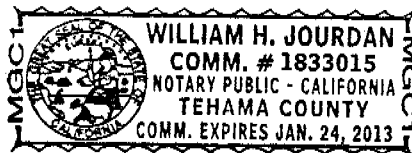
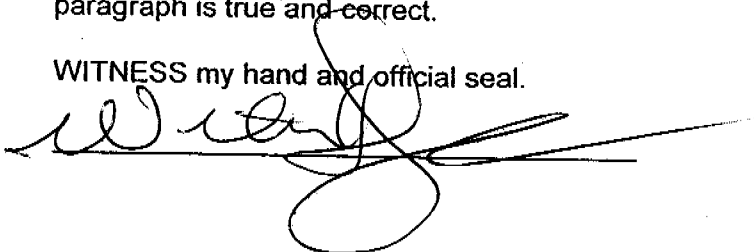
Londa Burkhardt
Notary Public for ~~Oregon~~ ^{California}
My Commission Expires: March 23, 2016

State of California)
County of Tehama)

On April 10, 2012, before me, William H. Jourdan, a Notary Public, personally appeared Roger Nicholson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Title of Document Easement Agreement
Date of Document 4-10-12 No. of Pages 5
Other signatures not acknowledged None

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 130.38 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, 1980
DENNIS A. ENSOR
2442

EXPIRES 12/31/07

Dennis A. Ensor

DENNIS A. ENSOR O.L.S. 2442

Exhibit A

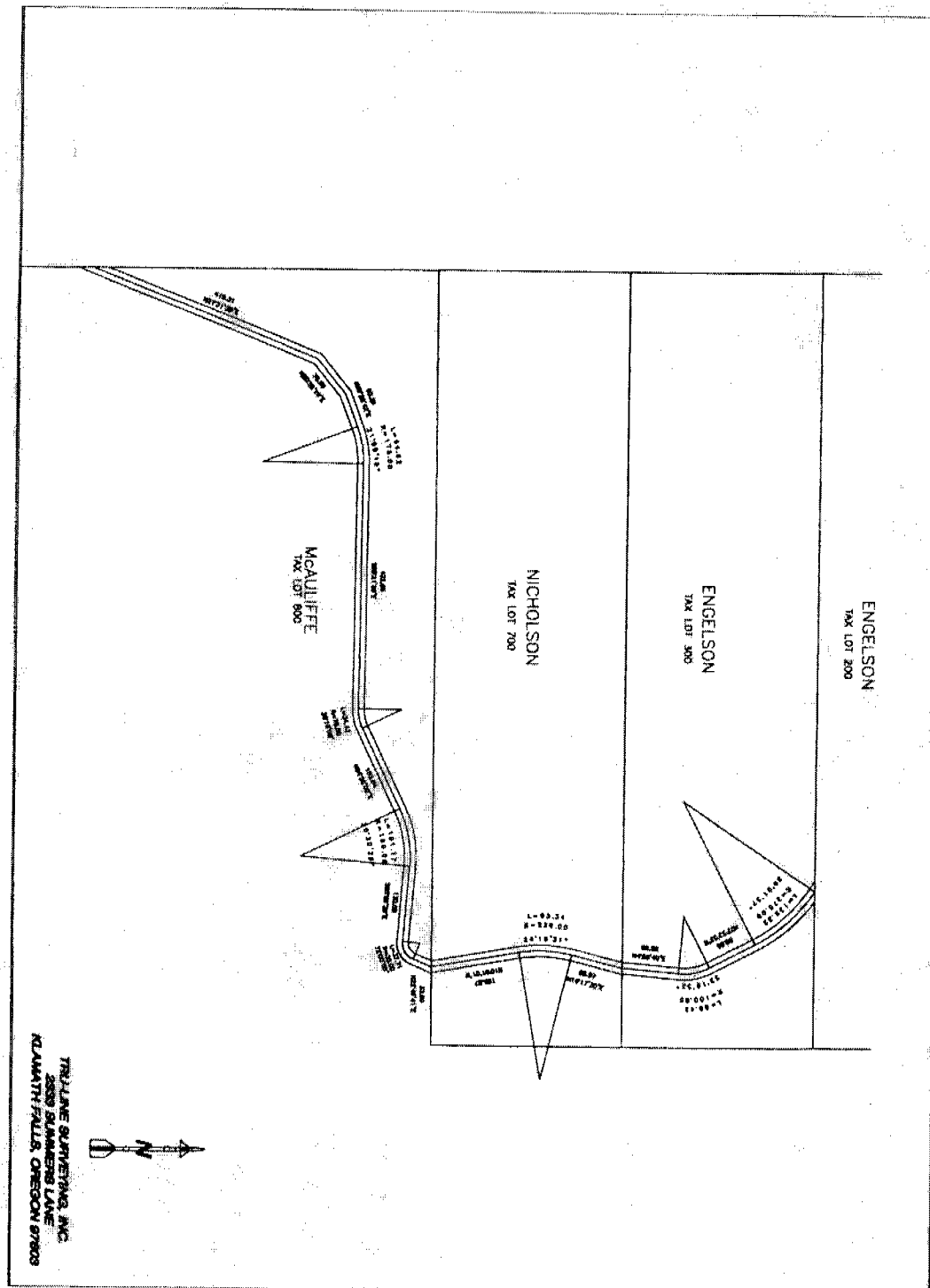


Exhibit B

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