

2013-003002

Klamath County, Oregon

03/20/2013 10:42:22 AM

Fee: \$82.00

NTC 139U-11082

*Until a change is requested, all tax statements
shall be sent to the following address:*

THE NATURE CONSERVANCY

821 SE 14th Ave

Portland, OR 97214

Attn: Director of Protection

ACCESS EASEMENT

This Easement is created this ____ day of March 2013, by CHARLES W. BACCHI, a married man as his sole and separate property; NIKKI BACCHI BARI, a married woman as her sole and separate property; CHERI BACCHI LITTLE, a married woman as her sole and separate property; HENRY F. BACCHI, a married man as his sole and separate property; and BRUSH CREEK CO., a California general partnership; all as tenants in common (collectively "the Grantors"), and by TERRY MARIE BENGARD, a married woman ("the Grantee").

RECITALS

A. The Grantors are the owners of that certain real estate situated in Klamath County, Oregon, which is more particularly described in **EXHIBIT A**, attached hereto and made a part hereof (the "Burdened Property").

B. The Grantee desires access over and across the Burdened Property for purposes of accessing the Grantee's real property, which is described in **EXHIBIT B**, attached hereto and made a part hereof (the "Benefited Property"). The Grantors desire to allow Grantee to use the Burdened Property for that purpose under the conditions contained in this Easement.

EASEMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby convey and grant to Grantee a permanent, nonexclusive easement over and across the Burdened Property for ingress and egress to the Benefited Property by Grantee and its employees, agents, contractors, and invitees, in a location described in Paragraph 1 ("Easement"). The Easement granted herein is subject to all existing easements, encumbrances, rights, reservations, covenants, and restrictions of record.

8214th

The true consideration for granting this Easement shall be \$0.00.

Location of Easement. The Easement shall be located on the Burdened Property in the existing location of the access road following along the southwesterly bank of the Seven Mile Canal.

2. Conditions of Easement Use. This Easement is limited to the purposes of ingress and egress by Grantee and its employees, agents, contractors, and invitees; and is not intended to be nor shall be construed to be a grant of access to the general public, except in the limited instances in which such individual members of the public are invited by and accompanied by the Grantee, or its employees or agents at all times. For the avoidance of doubt, the parties agree that the Easement does not include any right to fish or hunt on the Burdened Property. Grantee shall not make or permit any use of the Burdened Property that is unlawful, improper, or contrary to any applicable law or ordinance. Grantee shall be solely responsible, at its own cost and expense, for compliance with all federal, state, and local laws governing or applicable to Grantee's use of the Easement, including without limitation any responsibility to obtain, maintain, and comply with any necessary governmental permits, approvals, or licenses for Grantee's activities on the Burdened Property. The Grantee shall repair, or cause to be repaired, at its sole cost and expense, any damage caused by Grantee (its employees, agents, contractors, or invitees) to the access road occurring as a result of use that exceeds normal and prudent usage of said road, or any other area of the Burdened Property, notwithstanding that such area is outside the scope and location of the Easement granted herein.

3. Grantor's Reservation. Grantors hereby reserve the right to use the Burdened Property for any and all purposes that do not materially interfere with Grantee's rights under this Easement. Grantors further reserve the right to convey the Burdened Property or to grant any other easement, license, or right-of-way over, under, or across the Burdened Property for any purpose not inconsistent with the Easement granted herein.

4. Indemnification. The Grantee agrees to indemnify and hold the Grantors harmless for any and all liability, loss, or penalty arising in any way; including without limitation from personal injury or death, property damage, fire, or harm to wildlife; out of use of the Easement or the Burdened Property, or breach of this access easement agreement, by Grantee or its employees, agents, contractors, or invitees.

5. Attorneys' Fees. In the event of any controversy, claim, or dispute relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party the prevailing party's costs and expenses, including, without limitation, reasonable attorneys', experts', and consultants' fees and costs.

6. Binding Effect. The Easement granted herein and the conditions contained herein shall be covenants running with the land and shall be binding upon Grantors' and Grantee's successors and assigns and all future owners of the Burdened Property and Benefited Property.

EXECUTED as of the day and year first above written.

GRANTEE:

Terry Marie Bengard
TERRY MARIE BENGARD

STATE OF CALIFORNIA

COUNTY OF MONTEREY

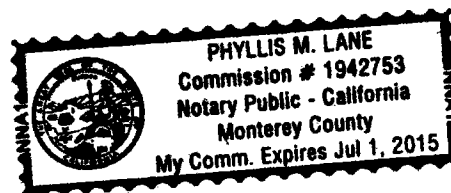
} ss.

On this 13 day of March, 2013, before me, Phyllis M. Lane, Notary Public, personally appeared TERRY MARIE BENGARD, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or entity upon behalf of which the person 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.

Signature: Phyllis M Lane



(Seal)

GRANTORS:CHARLES W. BACCHINIKKI BACCHI BARICHERI BACCHI LITTLEHENRY F. BACCHIBy: Charles W. Bacchi, Attorney-in-Fact for
Henry F. Bacchi

BRUSH CREEK CO., a California general partnership
By:

Charles W. Bacchi, General PartnerNikki Bacchi Bari, General PartnerCheri Bacchi Little, General Partner

STATE OF CALIFORNIA

COUNTY OF _____

} ss.

On this _____ day of _____, 2013, before me, _____,
personally appeared CHARLES W. BACCHI, who proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged to
me that he executed the same as an individual and in his authorized capacities as a General Partner
of BRUSH CREEK CO., a California General Partnership, and as Attorney-in-Fact for HENRY F.
BACCHI, and that by his signature on the instrument the persons or entities upon behalf of which
the person 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.

Signature: _____

(Seal)

GRANTORS:

CW Bacchi
CHARLES W. BACCHI

Cheri Bacchi Little
CHERI BACCHI LITTLE

Nikki Bacchi Bari
NIKKI BACCHI BARI

SEE ATTACHED
NOTARY CERTIFICATE

HENRY F. BACCHI Henry F. Bacchi

CW Bacchi
By: Charles W. Bacchi, Attorney-in-Fact for
Henry F. Bacchi

BRUSH CREEK CO., a California general partnership
By:

CW Bacchi
Charles W. Bacchi, General Partner

Nikki Bacchi Bari
Nikki Bacchi Bari, General Partner

Cheri Bacchi Little
Cheri Bacchi Little, General Partner

SEE ATTACHED
NOTARY CERTIFICATE

STATE OF CALIFORNIA

COUNTY OF EL DORADO

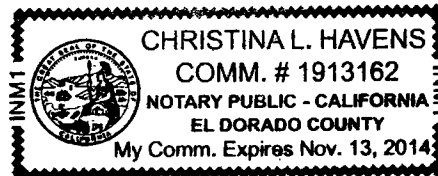
} ss.

On this 12th day of MARCH, 2013, before me, CHRISTINA L. HAVENS, NOTARY PUBLIC, personally appeared CHARLES W. BACCHI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as an individual and in his authorized capacities as a General Partner of BRUSH CREEK CO., a California General Partnership, and as Attorney-in-Fact for HENRY F. BACCHI, and that by his signature on the instrument the persons or entities upon behalf of which the person 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.

Signature: Christina L. Havens



(Seal)

ACKNOWLEDGMENT

State of California
County of El Dorado

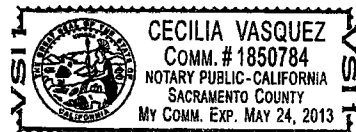
On 3/12/13 before me, Cecilia Vasquez, Notary Public
(insert name and title of the officer)

personally appeared Nikki Bari,
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.

Signature [Signature] (Seal)



STATE OF CALIFORNIA

COUNTY OF _____

} ss.

On this _____ day of _____, 2013, before me, _____, personally appeared NIKKI BACCHI BARI, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as an individual and in her authorized capacity as a General Partner of BRUSH CREEK CO., a California General Partnership, and that by her signature on the instrument the person or entity upon behalf of which the person 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.

Signature: _____

(Seal)

STATE OF CALIFORNIA


COUNTY OF EL DORADO

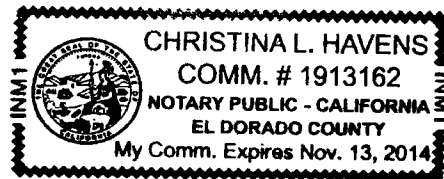
} ss.

On this 12th day of MARCH, 2013, before me, CHRISTINA L. HAVENS,
NOTARY PUBLIC, personally appeared CHERI BACCHI LITTLE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same as an individual and in her authorized capacity as a General Partner of BRUSH CREEK CO., a California General Partnership, and that by her signature on the instrument the person or entity upon behalf of which the person 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.

Signature: 



(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF BURDENED PROPERTY

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

A TRACT OF LAND SITUATED IN TOWNSHIP 34 SOUTH, RANGE 7 1/2 EAST WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST SECTION LINE OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 7 1/2 EAST WILLAMETTE MERIDIAN, AND THE CENTERLINE OF THE SEVEN MILE CANAL, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHWEST ALONG SAID CENTER LINE TO ITS INTERSECTION WITH THE TOWNSHIP LINE BETWEEN TOWNSHIP 34 SOUTH, RANGE 6 EAST WILLAMETTE MERIDIAN AND TOWNSHIP 34 SOUTH, RANGE 7 1/2 EAST WILLAMETTE MERIDIAN; THENCE SOUTH ALONG SAID TOWNSHIP TO THE NORTH LINE OF PARCEL 1 OF PROPERTY DESCRIBED IN DEED RECORDED AUGUST 02, 1961 IN VOLUME 331, PAGE 367, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE EAST 98 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID PARCEL 1 OF PROPERTY DESCRIBED IN DEED VOLUME 331, PAGE 367; THENCE SOUTH ALONG THE EAST LINE OF SAID DEED TO THE NORTH LINE OF PARCEL 2 OF THE PROPERTY DESCRIBED IN DEED RECORDED AUGUST 02, 1961 IN VOLUME 331, PAGE 367, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF PARCEL 2 OF SAID DEED TO ITS INTERSECTION WITH THE EAST LINE OF THE SECTION LINE COMMON TO SECTIONS 19 AND 30; THENCE NORTH ALONG THE EAST LINE OF SAID SECTION LINE TO THE SOUTHEAST CORNER OF THE PROPERTY DESCRIBED IN THE DEED RECORDED JUNE 05, 1958 IN VOLUME 299, PAGE 646, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE WEST ALONG THE SOUTH LINE OF THE REAL PROPERTY DESCRIBED IN SAID DEED TO THE CENTER LINE OF THE DIXON MCQUISTON CANAL; THENCE NORTH ALONG THE CENTER OF SAID CANAL TO THE NORTHWEST CORNER OF THE REAL PROPERTY DESCRIBED IN THE DEED RECORDED MAY 17, 1956 VOLUME 283, PAGE 212, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE EAST ALONG THE NORTH LINE OF THE REAL PROPERTY DESCRIBED IN SAID DEED TO THE EAST LINE OF SECTION 7; THENCE NORTH ALONG THE EAST LINE OF SECTIONS 7 AND 6 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THAT PORTION LYING NORTHERLY AND WESTERLY OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT THE CORNER COMMON TO SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 6 EAST WILLAMETTE MERIDIAN, AND SAID SECTIONS 18 AND 19, AS MARKED BY A 1931 G.L.O. BRASS CAP MONUMENT; THENCE SOUTH 00° 23' 47" WEST ALONG THE WEST LINE OF SAID SECTION 19, 1557.50 FEET TO THE NORTHWEST CORNER OF THAT TRACT OF LAND AS DESCRIBED IN DEED VOLUME 331, PAGE 367 OF THE SAID KLAMATH COUNTY DEED RECORDS; THENCE EAST 98.00 FEET TO THE NORTHEAST CORNER OF SAID DEED VOLUME 331, PAGE 367 AND BEING THE CENTERLINE OF FOUR MILE CANAL; THENCE SOUTH 00° 04' 38" EAST ALONG THE EAST LINE OF SAID DEED VOLUME 331 PAGE 367, TO THE INTERSECTION OF THE CENTERLINES OF FOUR MILE CANAL AND AN EXISTING CANAL, SAID INTERSECTION BEING THE TRUE POINT OF THE BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 74° 27' 51" EAST ALONG THE CENTERLINE OF SAID CANAL, 3243.55 FEET, TO ITS INTERSECTION WITH THE CENTERLINE OF THE DIXON AND MCQUISTON CANAL; THENCE, ALONG THE CENTERLINE OF SAID DIXON AND MCQUISTON CENTER CANAL, NORTH 13° 18' 22" EAST 681.05 FEET, NORTH 23° 53' 22" WEST 156.11 FEET AND NORTH 00° 13' 57" WEST 16,175 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE CENTERLINE OF THE SEVEN MILE CANAL, WITH BEARINGS BASED ON SURVEY NO. 3146, AS RECORDED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR. THE REMAINING TRACT CONTAINING 1100 ACRES, MORE OR LESS.

PARCEL 5:

A TRACT OF LAND SITUATED IN GOVERNMENT LOTS 20, 21, 22 AND 25 OF SECTION 6, TOWNSHIP 34 SOUTH, RANGE 71/2 EAST WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PK NAIL ON A FENCE POST FROM WHICH THE NORTH 1/16 CORNER COMMON TO SAID SECTION 6 AND SECTION 1, TOWNSHIP 34 SOUTH, RANGE 6 EAST WILLAMETTE MERIDIAN, KLAMATH COUNTY OREGON, BEARS SOUTH 35° 49' 22" WEST 516.81 FEET; THENCE SOUTH 00° 12' 47" WEST 287.54 FEET TO A PK NAIL ON A FENCE POST; THENCE SOUTH 01° 02' 38" EAST 120.71 FEET TO A PK NAIL ON A FENCE POST; THENCE SOUTH 02° 26' 25" WEST 287.52 FEET TO A PK NAIL ON A FENCE POST; THENCE SOUTH 18° 02' 14" EAST 1131.66 FEET TO A PK NAIL ON A FENCE POST; THENCE SOUTH 83° 43' 23" EAST 48.62 FEET TO A PK NAIL ON A FENCE POST; THENCE NORTH 83° 31' 40" EAST 16.38 FEET TO A PK NAIL ON A FENCE POST; THENCE SOUTH 43° 54' 16" EAST 58.37 FEET TO A PK NAIL ON A FENCE POST; THENCE NORTH 73° 09' 13" EAST 629.63 FEET TO A PK NAIL ON A FENCE POST; THENCE NORTH 71° 53' 47" EAST, GENERALLY ALONG AN EXISTING FENCE 709.12 FEET TO A 5/8 INCH IRON PIN ON THE NORTHEAST SIDE OF A FENCE CORNER; THENCE NORTH 31° EAST 75 FEET, MORE OR LESS, TO THE CENTERLINE OF THE SEVEN MILE CANAL; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID SEVEN MILE CANAL TO A POINT THAT BEARS NORTH 00° 12' 47" EAST FROM THE POINT OF BEGINNING; THENCE SOUTH 00° 12' 47" WEST 195 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B

LEGAL DESCRIPTION OF BENEFITED PROPERTY

A piece or parcel of land situated in Section 5, 8, 16, 17, 20 and 21, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the center line of Seven Mile Canal as the same is now located and constructed, with the line marking the Westerly boundary of the said Section 5, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, and from which point the Southeasterly corner of Section 1, Township 34 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, as established by Norman D. Price, U.S. Cadastral Engineer, between October 31, 1930 and June 22, 1931, bears South 83° 59' West, 5310.1 feet distant, and running thence downstream along the said center line of Seven Mile Canal South 61° 35 1/2' East 861.2 feet; thence South 31° 46 1/2' East 2306.4 feet; thence South 34° 23 1/2' East 1252.4 feet; thence South 32° 27 1/2' East 2101.8 feet; thence South 41° 02 1/2' East 8802.1 feet, more or less, to the intersection of the said center line of Seven Mile Canal, with a line which is parallel with and 70.0 feet at right angles Southeasterly from the center line of the Dixon and McQuiston Levees, as the same is now located and constructed; thence leaving the center line of Seven Mile Canal and following the same line parallel with the said Dixon and McQuiston Levee South 44° 40' West 6437.9 feet, more or less, to its intersection with the Southerly boundary of the said Section 20, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence Westerly along the Southerly boundary of said Section 20, 4905.3 feet, more or less, to the Southwesterly corner of the said Section 20, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon; thence Northerly along the Westerly boundary of the said Sections 20, 17, 8 and 5, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, 16,570.6 feet, more or less to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to D'Artney Bros., a co-partnership, by Deed recorded in Volume 331, page 367, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion conveyed to Byron W. Bacchi, et ux, and Henry Francis Bacchi, et ux, by Deed recorded in Volume 350, page 675, Deed Records of Klamath County, Oregon.