

2013-003003

Klamath County, Oregon

03/20/2013 10:42:22 AM

Fee: \$62.00

UTC 1394-11082

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

THE NATURE CONSERVANCY
821 SE 14th Avenue
Portland, OR 97214
Attn: Director of Protection

ACCESS EASEMENT

This Easement is created this ____ day of March 2013, by 4 MILE AND WEED RANCHES, LP, a California Limited Partnership, ("the Grantor"), and TERRY MARIE BENGARD, a married woman ("the Grantee").

RECITALS

A. The Grantor is the owner 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 Grantor desires 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.

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



1. 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. Grantor hereby reserves the right to use the Burdened Property for any and all purposes that do not materially interfere with Grantee's rights under this Easement. Grantor further reserves 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 Grantor 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 Grantor's 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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

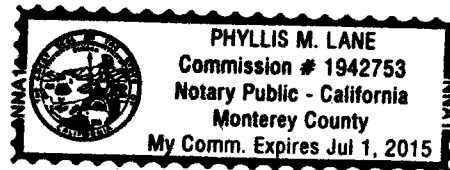
} ss.

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: 



(Seal)

GRANTOR:

4 MILE AND WEED RANCHES, LP, a California Limited Partnership

By: Jeffery Mathis
Name: Jeffery Mathis
Title: Partner

STATE OF CA

COUNTY OF Merced

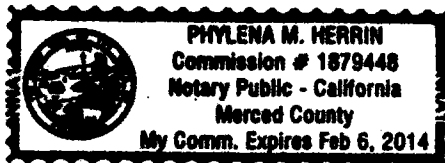
ss.

On this 13th day of March 2013, before me, Phyllena M. Herrin, personally appeared Jeffery Mathis, 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 in his/her authorized capacity as partner of 4 MILE AND WEED RANCHES, L.P., a California limited partnership, and that by his signature on the instrument the 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: 4 Mile and Weed Ranches, L.P. by Jeff H. Mathis



(Seal)

EXHIBIT A**LEGAL DESCRIPTION OF BURDENED PROPERTY**

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

A TRACT OF LAND SITUATED IN SECTIONS 6, 7, 18 AND 19, TOWNSHIP 34 SOUTH, RANGE 7 1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/16 CORNER COMMON TO SECTIONS 1 AND 6, TOWNSHIP 34 SOUTH, RANGE 6, EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AS MARKED BY A 1931 G.L.O. BRASS CAP MONUMENT; THENCE NORTH 00° 03' 52" WEST ALONG THE WEST LINE OF SAID SECTION 6, 620 FEET, MORE OR LESS, TO THE CENTERLINE OF SEVEN MILE CANAL; THENCE EASTERLY, ALONG THE CENTERLINE OF SAID SEVEN MILE CANAL, 310 FEET, MORE OR LESS, THENCE SOUTH 00° 12' 47" WEST 195 FEET, MORE OR LESS, TO A PK NAIL ON A FENCE POST; FROM WHICH SAID NORTH 1/16 CORNER 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 43° 54' 16" EAST 58.37 FEET TO A PK NAIL ON A FENCE POST; THENCE NORTH 73° 09' 13" EAST 629.69 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 SAID SEVEN MILE CANAL; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF THE SAID SEVEN MILE CANAL; 1440 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE CENTERLINE OF THE DIXON AND MCQUISTON CENTER CANAL: SOUTH 00° 13' 57" EAST 16.175 FEET, MORE OR LESS, SOUTH 23° 53' 22" EAST 156.11 FEET AND SOUTH 13° 18' 22" WEST 681.05 FEET TO ITS INTERSECTION WITH THE CENTERLINE OF AN EXISTING CANAL; THENCE NORTH 74° 27' 51" WEST, ALONG THE CENTERLINE OF SAID CANAL, 3243.55 FEET TO THE CENTERLINE OF FOUR-MILE CANAL AND BEING ON THE EAST LINE OF THAT TRACT OF LAND AS DESCRIBED IN DEED VOLUME 331, PAGE 367, PARCEL 1, AS RECORDED IN THE KLAMATH COUNTY DEED RECORDS; THENCE NORTH 00° 04' 38" WEST ALONG THE CENTERLINE OF SAID FOUR MILE CANAL, 2222.53 FEET TO THE NORTHEAST CORNER OF SAID DEED VOLUME 331, PAGE 367, PARCEL 1; THENCE WEST 98.00 FEET TO THE NORTHWEST CORNER OF SAID DEED VOLUME 331, PAGE 367, PARCEL 1, ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19; THENCE NORTH 00° 23' 47" EAST 1557.50 FEET TO THE CORNER COMMON TO SECTIONS 13 AND 24, TOWNSHIP 34 SOUTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND SAID SECTIONS 18 AND 19, AS MARKED BY A 1931 G.L.O. BRASS CAP MONUMENT; THENCE NORTH 00° 08' 26" WEST 2547.24 FEET TO THE QUARTER CORNER COMMON TO SAID SECTIONS 13 AND 18, AS MARKED BY A 1931 G.L.O. BRASS CAP MONUMENT; THENCE NORTH 00° 04' 44" WEST 11,466.34 FEET TO THE POINT OF BEGINNING WITH BEARINGS BASED ON SURVEY NO. 3146, AS RECORDED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

Tax Parcel Number: R76946

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° 02 112' 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.