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04/08/2013 09:35:36 AM

Fee: \$57.00

After Recording, Mail To:
Smith Freed & Eberhard
Att: Lance Brooks
111 SW Fifth Ave., Suite 4300
Portland, OR 97204

GRANT OF EASEMENT AND AGREEMENT

THIS AGREEMENT, made this 27 day of February, 2013, by and between Joel Brain and Laurie Brain, hereinafter referred to as "Grantor", and Patrick A. Gauntz and Cynthia Gauntz, hereinafter referred to as "Grantees". Collectively, Grantor and Grantees shall be referred to as the parties.

WHEREAS, the Grantor is the fee owner of certain land located in Chiloquin, Oregon, as described in Klamath County Deed Volume M96, page 20877, commonly known as 36423 Agency Lake Loop Road, Chiloquin, Oregon and hereinafter referred to as Parcel A, and by this reference made a part hereof;

WHEREAS, the Grantee is the fee owner of certain land located in Chiloquin, Oregon, designated as Lot 8 in Section 7, township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, commonly known as 36455 Agency Lake Loop Road, Chiloquin, Oregon and hereinafter referred to as Parcel B, and by this reference made a part hereof;

WHEREAS, the parties are desirous of creating a permanent easement for the purpose of permitting and enabling present and future owners of Parcel B, their heirs, successors and assigns to pass over the portion of Parcel A for the purpose of ingress and egress to and from the location of ingress and egress route of said parcel for pedestrian and motor vehicle use and the other rights and obligations pursuant to this agreement;

WHEREAS, a diagram marked Exhibit A showing the above referenced properties, and the driveway (the "Easement Area") is attached hereto and made a part hereof, said Easement Area being more particularly described by a metes and bounds description set forth in Exhibit B attached hereto and by this reference made a part hereof.

NOW, THEREFORE, good and valuable consideration having been paid, the Parties hereby agree as follows:

1. Grantor gives nonexclusive rights to the Grantee for the purposes of pedestrian and motor vehicle access of ingress, egress, and construction and maintenance of utilities over, across, and through the Easement Area (as described in Exhibit B). The Easement is appurtenant and is intended to benefit present and future owners of said parcels, their heirs and assigns.

2. The Easement Area shall at all times be maintained to its current condition as of the date of this agreement and shall be kept clear and unobstructed. The costs of maintaining the easement shall be paid in equal share by the grantor and grantees. The grantees and grantor shall each be solely responsible for the costs of maintenance when the need for maintenance arises out of their own individual actions. If the need for maintenance is necessitated by an act of God or by no fault of either the grantor or grantee, the cost shall be split evenly between the grantor and grantee.

3. Except as provided within this agreement, this easement agreement may not be modified, amended or terminated without the prior written consent of the Parties.

4. The covenants set forth herein shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

5. This easement agreement shall be recorded at the county register's office after the signatures of the parties are obtained.

6. Grantees agree to make a one-time lump sum payment of two thousand five hundred dollars (\$2,500) to Grantor in consideration of the promises and uses secured by the terms of this easement and agreement.

7. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modification concerning this agreement shall be of no force or effect except in a subsequent modification in writing signed by the party to be charged.

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8. This instrument imposes upon the parties an obligation of good-faith and fair dealing in the performance and enforcement.

IN WITNESS WHEREOF, Parties have made and executed the foregoing easement agreement as of the date hereinabove written.

Joel Brain
Grantor: Joel Brain

Laurie Brain
Grantor: Laurie Brain

Patrick A. Gauntz
Grantee: Patrick A. Gauntz

Cynthia Gauntz
Grantee: Cynthia Gauntz

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Oregon,
COUNTY OF Klamath

On Feb 27, 2013, before me, Patricia Janet Theide, a notary public in and for said County and State, personally appeared Joel Brain and Laurie Brain 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 authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, acted, executed the instrument.

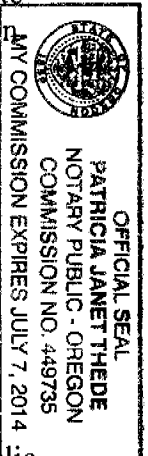
WITNESS my hand and official seal.

Patricia Janet Theide

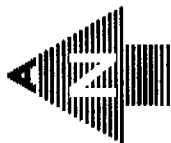
STATE OF OREGON,
COUNTY OF CLATSOP

On March 29, 2013, before me, Letitia S. Tarver, a notary public in and for said County and State, personally appeared Patrick & Cynthia Gauntz 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 authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, acted, executed the instrument.

WITNESS my hand and official seal.



Letitia S. Tarver



SCALE: 1" = 30'

LEGEND

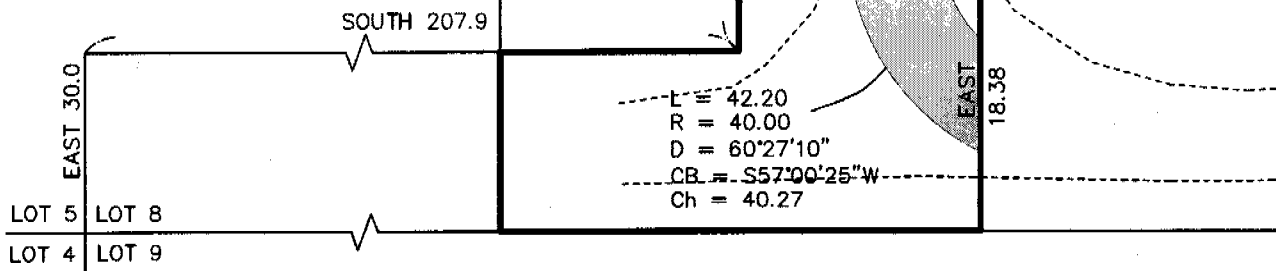
- PROPERTY LINE
- EXISTING ROAD
- EASEMENT AREA

TAX LOT: R-3507-007A0-01100-000
GAUNTZ PATRICK A & CYNTHIA E

TAX LOT: R-3507-007A0-01100-000
ROBERTSON MICHAEL LEE & TRACIE C

TAX LOT: R-3507-007A0-01200-000
BRAIN JOEL & LAURIE JO

TAX LOT: R-3507-007A0-01300-000
KAKELDAY SYLVIA & PAUL ELSIE &
CLEMENS SHERRY A ETAL



ADKINS

CONSULTING
ENGINEERING, LLC

Engineers ▲ Planners ▲ Surveyors

2950 Shasta Way · Klamath Falls, Oregon 97603 · (541) 884-4666 · FAX (541) 884-5335

Oregon · California

NOV. 19, 2012

3116-01

EASEMENT EXHIBIT MAP

SITUATED IN THE NE 1/4 OF SECTION 7,
TOWNSHIP 35 SOUTH, RANGE 7 EAST
OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY OREGON

Description for Easement on Brain Property

A tract of land situated in the NE¼ of Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; being more particularly described as follows:

Commencing at the corner common to Government Lots 4, 5, 8 and 9 in said Section 7; thence East 30 feet; thence South 207.9 feet to the southwest corner of that parcel described in Volume M04, Page 69414, deed records of Klamath County, Oregon; thence along the south line of said parcel East 172.50 feet to the true point of beginning; thence South 67°00'00" West 30.50 feet thence South 87°14'00" West 127.45 feet; thence 42.20 feet on the arc of a 40.00 foot radius curve to the left through a delta angle of 60°27'10", the long chord of which bears South 57°00'25" West 40.27 feet to the south line of that parcel described as Parcel 1 in Volume M96, Page 20877, deed records of Klamath County, Oregon; thence along said south line East 18.38 feet; thence 17.93 feet on the arc of a 25.00 foot radius non-tangent curve to the right through a delta angle of 41°06'11", the long chord of which bears North 66°40'55" East 17.55 feet; thence North 87°14'00" East 169.85 feet; thence North 24.85 feet to the south line of that parcel described in Volume M04, Page 69414, deed records of Klamath County, Oregon; thence along said south line West 15.00 feet to the point of beginning.