

EA
MICROSOFT

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



EASEMENT

2013-013253

STA
C
Klamath County, Oregon

12/02/2013 01:30:46 PM

Fee: \$67.00

} ss.

ment was

Between
Kelly Brennan and Amy Brennan
PO Box 626
Keno, OR 97627

And
Aaron Reeves and Karen Reeves
PO Box 748
Keno, OR 97627

After recording, return to (Name, Address, Zip):
Aaron Reeves and Karen Reeves
PO Box 748
Keno, OR 97627

SPACE RESERVED
FOR
RECORDER'S USE

received for recording on _____,
at _____ o'clock ____M., and recorded in
book/reel/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/reception
No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME TITLE

By _____, Deputy.

THIS AGREEMENT made and entered into on November 27, 2013, by and
between Kelly E. Brennan and Amy L. Brennan
hereinafter called the first party, and Aaron R. Reeves and Karen M. Reeves
hereinafter called the second party, WITNESSETH:

WHEREAS: The first party is the record owner of the following described real property in Klamath
County, State of Oregon, to-wit:

See Exhibit "A" attached for legal description, which is made a part hereof by this
reference.

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record
owner of the following described real property in that county and state, to-wit:

See Exhibit "B", attached hereto.

NOW, THEREFORE, in view of the premises and in consideration of \$ 1.00 by the second party to the
first party paid, the receipt of which is acknowledged by the first party, it is agreed:

The first party hereby grants, assigns and sets over to the second party an easement, to-wit:

As described in Exhibit "C", attached hereto, said easement being exclusive and for the
purpose of ingress and egress to the adjacent property owned by the Grantees.

6700ant

(INSERT A FULL DESCRIPTION OF THE NATURE AND TYPE OF EASEMENT GRANTED BY THE FIRST PARTY TO THE SECOND PARTY.)

(OVER)



The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from the second party's use of the rights herein granted.

The period of this easement shall be in perpetuity, always subject, however, to the following specific conditions, restrictions and considerations:

1. Grantee shall have the right to construct and maintain a road across the easement area for the Grantee's use and enjoyment.
2. Grantor shall not fence the north and southerly lines of the easement nor otherwise restrict or impede the Grantee's use and enjoyment of the easement.

~~If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:--~~

~~and the second party's right of way shall be parallel with the center line and not more than _____ feet distant from either side thereof.--~~

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of (check one): the first party; the second party; both parties, share and share alike; both parties, with the first party responsible for _____% and the second party responsible for _____%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands ~~and seals~~ on the day and year first written above.

x [Signature]

x [Signature]
FIRST PARTY



STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on November 27, 2013
by Kelly E. Brennan and Amy L. Brennan
This instrument was acknowledged before me on _____
by _____
as _____
of _____

Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/2015

Aaron R. Reeves by Karen M. Reeves Attorney in fact
Karen M. Reeves
SECOND PARTY

STATE OF OREGON, County of Klamath) ss.
This instrument was acknowledged before me on November 27, 2013
by Karen M. Reeves for herself and as attorney in fact for
This instrument was acknowledged before me on Aaron R. Reeves
by _____
as _____
of _____

Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/2015



EXHIBIT "A"

Lot 16 Tract 1406, SECOND ADDITION TO MISTY MOUNTAIN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH a tract of land situated in the SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning on the North-South centerline of the SE1/4 of said Section 36 from which the SE1/16 corner of said Section 36 bears South 00°10'19" East 135.91 feet; thence South 89°55'39" East 45.00 feet; thence South 00°10'19" East 89.79 feet; thence South 44°14'24" West 64.30 feet to the SE1/16 corner of said Section 36; thence North 00°10'19" West 135.91 feet to the point of beginning, with bearings based on Property Line Adjustment 18-04 on file at the office of the Klamath County Surveyor.

EXCEPTING THEREFROM a tract of land situated in the SE1/4 of the Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning on the North-South centerline of the SE1/4 of said Section 36 from which the SE1/16 corner of said Section 36 bears South 00°10'19" East 135.91 feet; thence North 89°55'39" West 60.96 feet; thence North 00°10'19" West 72.53 feet; thence North 70°33'50" East 64.57 feet to a point on the said North-South centerline; thence South 00°10'19" East 94.09 feet to the point of beginning, with bearings based on Property Line Adjustment 18-04 on file at the office of the Klamath County Surveyor.

EXHIBIT B

A parcel of land situated in the SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of Lot 8; thence South 89°35'55" East along the South line of Lot 8 a distance of 360.29 feet, more or less, to the East line of a roadway being described in that instrument recorded in Volume 101 of Deeds, Page 59, Records of Klamath County, Oregon; thence South 0°0'39" West along said East line a distance of 30.00 feet; thence South 89°35'55" East a distance of 228.16 feet; thence North 18°15'57" West a distance of 480.42 feet; thence North 48°48'55" West a distance of 587.39 feet, more or less, to a point on the West line of Lot 8, said point being South 0°17'52" East, 550.00 feet from the Northwest corner of Lot 8; thence South 0°17'52" East along the West line of Lot 8 a distance of 808.90 feet, more or less, to the point of beginning.

LESS AND EXCEPT the following 4 Parcels:

Parcel 1:

A tract of land situated in the E1/2 SE1/4, Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the South line of that tract of land described in Deed Volume M77 at Page 22478, as recorded in the Klamath County Deed Records, said point located South 00°09'58" East 850.01 feet and South 68°18'48" East 390.82 feet from the center-east 1/16 corner of said Section 36; thence continuing South 68°18'48" East 119.65 feet to the most Southerly point of the tract of land described in said Deed Volume M77 at Page 22478; thence South 18°15'02" East (South 18°15'57" East by D.V. M75 at Page 5012) 372.92 feet; thence North 89°35'00" West (North 89°35'55" West by D.V. M75 at Page 5012) 228.16 feet; thence North 00°01'34" East (North 00°00'39" East by D.V. M75 at Page 5012) 30.00 feet; thence continuing North 00°01'34" East 366.72 feet to the point of beginning.

Parcel 2:

A parcel of land situated in the NE1/4 SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said NE1/4 SE1/4 which bears South 0°17'20" East a distance of 850.01 feet from the Northwest corner of said NE1/4 SE1/4; said point also being the Southwesterly corner of parcel described in Deed Volume M77 at Page 22478, Microfilm Records of Klamath County, Oregon; thence continuing South 0°17'20" East a distance of 245.0 feet to a point; thence South 89°35'55" East a distance of 360.25 feet to the West line of parcel described in Deed Volume M82, Page 11220, Microfilm Records of Klamath County, Oregon; thence North along said West line to its intersection with the Southerly line of said parcel described in Volume M77, Page 22478; thence along said Southerly line, North 68°18'48" West a distance of 390.82 feet, more or less, to the point of beginning.

(continued)

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(Exhibit B continued)

Parcel 3:

A tract of land situated in the NE1/4 SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said NE1/4 SE1/4, from which the center-east 1/16 corner bears North 00°09'58" West, North 00°17'20" West by D.V. M75, Page 5012, as recorded in the office of the Klamath County Clerk, 550.01 feet; thence South 48°48'00" East 586.83 feet (South 48°48'55" East 587.39 feet by said D.V. M75, Page 5012); thence South 18°15'02" East (South 18°15'57" East by said D.V. M75, Page 5012) 107.5 feet; thence North 68°18'48" West 510.47 feet, more or less, to a point on the West line of said NE1/4 SE1/4 that is South 00°09'58" East 300.00 feet from the point of beginning; thence North 00°09'58" West 300.00 feet to the point of beginning, with bearings based on recorded Survey No. 2556, as recorded in the office of the Klamath County Surveyor.

Parcel 4:

A tract of land situated in the SE1/4 of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning on the North-South centerline of the SE1/4 of said Section 36 from which the SE1/16 corner of said Section 36 bears South 00°10'19" East 135.91 feet; thence South 89°55'39" East 45.00 feet; thence South 00°10'19" East 89.79 feet; thence South 44°14'24" West 64.30 feet to the SE1/16 corner of said Section 36; thence North 00°10'19" West 135.91 feet to the point of beginning, with bearings based on Property Line Adjustment 18-04 on file at the office of the Klamath County Surveyor.

TOGETHER WITH a tract of land situated in the SE1/4 of the Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning on the North-South centerline of the SE1/4 of said Section 36 from which the SE1/16 corner of said Section 36 bears South 00°10'19" East 135.91 feet; thence North 89°55'39" West 60.96 feet; thence North 00°10'19" West 72.53 feet; thence North 70°33'50" East 64.57 feet to a point on the said North-South centerline; thence South 00°10'19" East 94.09 feet to the point of beginning, with bearings based on Property Line Adjustment 18-04 on file at the office of the Klamath County Surveyor.

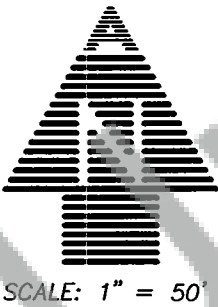
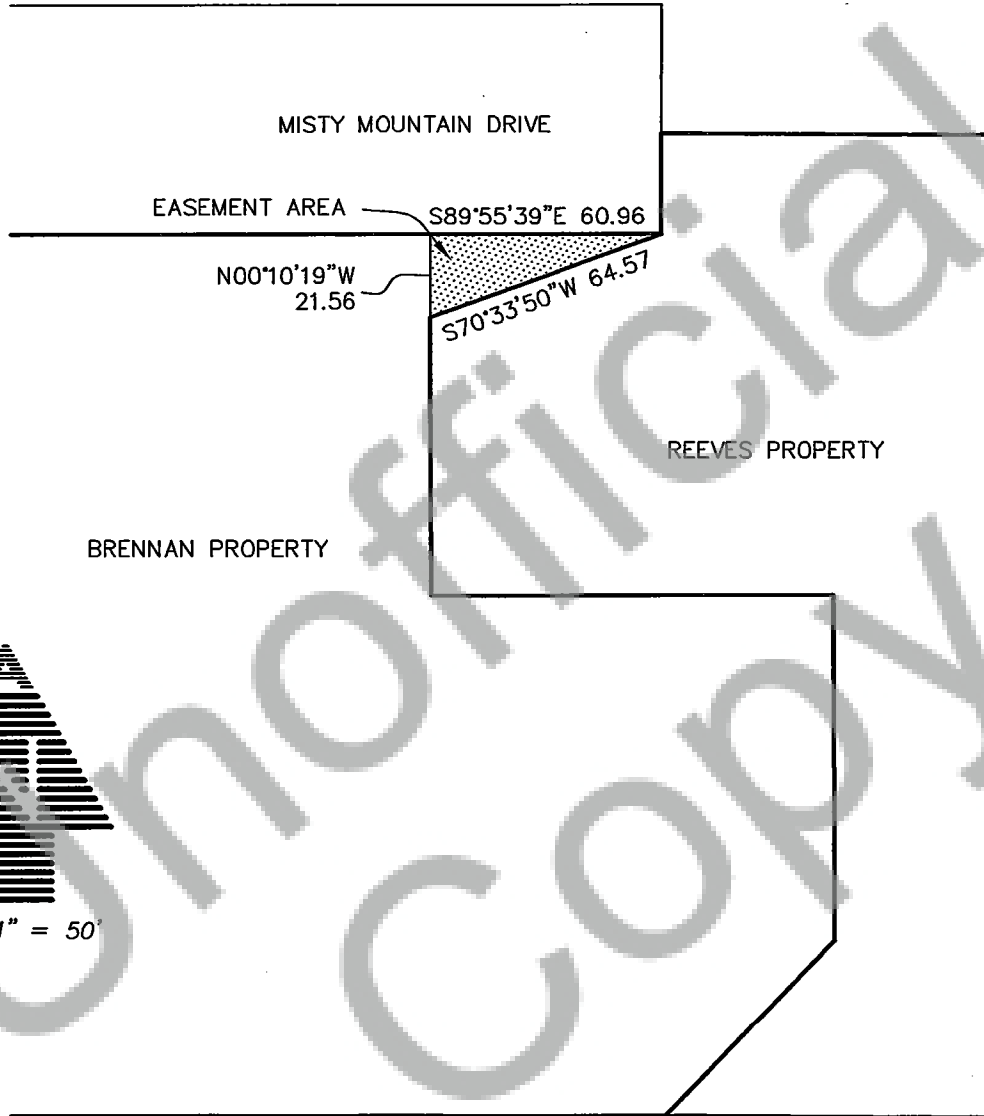
EXHIBIT C

Description for Easement

A tract of land situated in the SE $\frac{1}{4}$ of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being a portion of Lot 16 of Tract 1406 - Second Addition to Misty Mountain and more particularly described as follows:

Beginning at a point on the south right of way line of Misty Mountain Drive, said point being the northeast corner of said Lot 16; thence South $70^{\circ}33'50''$ West along the adjusted lot line per Lot Line Adjustment 18-04, 64.57 feet; thence North $00^{\circ}10'19''$ West 21.56 feet to the south right of way line of Misty Mountain Drive; thence along said south right of way line South $89^{\circ}55'39''$ East 60.96 feet to the point of beginning, containing 657 square feet, more or less, with bearings based on County Survey 7071.

Unofficial Copy



ADKINS

CONSULTING
ENGINEERING, LLP

Engineers ▲ Planners ▲ Surveyors

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

Oregon · California

**SKETCH OF EASEMENT
AREA TO ACCOMPANY
EXHIBIT C**