



2016-011758  
Klamath County, Oregon  
11/02/2016 02:36:01 PM  
Fee: \$77.00

AFTER RECORDING, RETURN TO:

Klamath Forest Protective Association  
3200 Delap Pit Road  
Klamath Falls OR 97601

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 10<sup>th</sup> day of October, 2016, by and between Douglas Rawson and Michele Rawson ("Rawsons"), the owners of the following-described real property,

Parcel 3 of Land Partition 65-05 being a replat of Lot 12 of Tract 1396, THIRD ADDITION TO NORTHRIDGE ESTATES, situated in the W $\frac{1}{2}$  of Section 14 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 15, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon,

Klamath County tax lots: R-3809-01400-00800 and 00801,

Commonly known as 4041 Scott Valley Drive, Klamath Falls, Oregon,

and the Klamath Forest Protective Association, an Oregon nonprofit corporation ("KFPA"), the owner of the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

KFPA holds Easements across the property owned by Rawsons for ingress and egress to its land, which are recorded in the records of the Clerk of Klamath County, Oregon as follows:

Recording date, July 19, 1960 in Volume 322 at Page 629;

Recording date, January 19, 1961 in Volume 326 at Page 584; and

Recording date, March 11, 1963 in Volume 343 at Page 515 ("Easements").

By this Easement Agreement, the parties desire to relocate a portion of the recorded Easements described above as shown on Exhibit "B" attached hereto and incorporated herein by this reference. The Parties also desire to provide for the future relocation of other portions of the Easements. Therefore, the parties severally and mutually covenant and agree as follows:

1. In consideration for the payment by KFPA of the sum of \$5000.00, receipt of which is hereby acknowledged, and other good and valuable consideration, Rawsons acknowledge KFPA's rights of ingress and egress to its property as provided by the Easements.

2. KFPA is currently using an alternative access to its property under a Road Use Permit granted to it by Bruce R. Wirth and Maxine L. Wirth dated February 16, 1996. In the event that the Wirth's or their successors in interest terminate the Permit, the parties agree to relocate the Easements at the Rawson's personal residence to go around the residential improvements on either the west side or the east side and no closer to the improvements than 100 feet, property lines permitting, as Rawson's may direct then rejoin the existing road as shown in Exhibit 'B.'

3. KFPA may improve, at its sole expense, the road on the Easement from the Rawson's residence to the south boundary of the Rawson's property.

4. In addition, KFPA may construct, at its sole expense, a new road near the south boundary of the property generally located as shown on Exhibit "B" connecting both legs of the Easements on the Rawsons' property. KFPA will consult with Rawsons on the location of the new road with the goal of: minimizing the amount of earthwork required; to avoid natural impediments, such as rock fields and flows; and to obtain a reasonable slope of the road. KFPA shall cause a survey of the new road to be completed and the parties shall make, execute, and record an Amendment to the Easements amending the legal description to conform to the location of the new road and retaining the 40-foot width of the Easements. Prior to undertaking any significant maintenance, construction, or reconstruction of the Easement area, KFPA shall provide not less than 20 days' prior written notice to Rawsons, which notice shall describe the work that will be done and the timeline for initiating and completing the work. KFPA will then exercise reasonable care so as to prevent unnecessary or unreasonable interference with Rawsons' residential use of his property.

5. Rawsons may relocate and construct an alternate route for the Easement as is generally shown on Exhibit "C." The road bed shall be not less than 12 feet wide, graded, and finished with slopes similar to those shown on Exhibit "C," and shall have an all-weather gravel surface compacted to allow use by vehicles with a gross vehicle weight of up to 40,000 pounds.

If the alternate route is constructed by Rawsons, KFPA shall promptly pay to Rawsons the sum of \$25,000.00, the parties shall cause the route to be surveyed and shall make, execute, and record an Amendment to this Easement Agreement changing the legal description of the Easements to the location of the new route. Said Amendment shall also declare the route of the existing leg of the Easement from the new road to the south boundary of the property to be vacated and released. KFPA shall thereafter have no right to use the vacated portion of the Easement.

6. The Easement currently consists of a well-maintained gravel road from the southerly end of Scott Valley Drive, a county road, to Rawsons' personal residence. The remainder of the existing Easement road consists of a crude dirt road.

7. KFPA shall be solely responsible for the maintenance of the Easements, except for that portion from Scott Valley Drive to Rawsons' residence. Provided, however, that if Rawsons or any permittee, licensee, or successor should make more than casual use of the portion of the Easement maintained by KFPA, then Rawsons and their successors shall be responsible for their proportionate share of the cost of maintaining said area of the Easements.

OR

The parties shall be jointly responsible and liable for the maintenance, reconstruction, and improvement of the Easement from Scott Valley Drive to Rawsons' residence, and that portion of the Easement shall be maintained as a good quality all-weather gravel road. If Rawsons desire to improve that portion of the Easement by paving the road, they may do so. The improved road shall be designed and constructed to allow use by vehicles with a gross vehicle weight of up to 40,000 pounds. KFPA shall have no obligation to participate in the improvement of that portion of the Easement. Provided, however, that if damage is caused to any portion of the Easement by one party or the other's negligence or abnormal use, or by its agents, employees, guests, patrons, licensees, or invitees, the party damaging the road shall be liable for the cost of repairing and restoring the Easement to the condition it was in prior to such damage.

8. Each party shall, and hereby agrees to, indemnify and hold the other party harmless from any damages or claims of damages relating to all activities, conditions, operations, and usages on or about the Easement by the party and the party's successors in interest.

9. In the event any party shall fail to perform its obligations under this Easement Agreement, the other party shall be entitled to require such performance by suit for specific performance, or where appropriate, through injunctive relief. Such remedies shall be in addition to and accumulative with any other remedies afforded by Oregon law, and those rights of cure and reimbursement allowed by law.

10. Before commencing any improvement of the right of way, KFPA, or its contractor, shall procure broad-form public liability insurance with minimum combined limits of not less than \$1 million and shall maintain said policy in force at all times during the period of the construction or improvement. Said policy shall provide liability coverage for any act or omission relating to the improvement of the right of way and to all activities, conditions, operations, and usages thereof. Said policy shall name Rawsons as additional insureds. Each party hereby agrees to indemnify and hold harmless the other party from any liability and costs, including attorney's fees arising out of the usage of the right of way established hereby.

11. No party shall unreasonably curtail or impede the use of the right of way for vehicular or pedestrian ingress and egress.

12. Either party may install and maintain a gate or gates at the intersection of the Easement and Scott Valley Drive and at the points where the Easement crosses Rawsons' property boundary lines. The party establishing the gate or gates shall provide separate keys or lock combinations to the other party, or the other party may install its own locks on the gates. If KFPA installs a gate at the Scott Valley Drive easement entrance, it shall be an electric automatic gate. Each party shall respect and honor the use of the gates and open and close them each time they pass through a gate, including locking all gates equipped with locks.

13. The Easements are permanent, mutual easements and right of ways on, under, over, and across the routes shown on Exhibit "B," which shall be appurtenant to and for the benefit of the real property owned by each of the parties described in the Recitals, above. Said Easements

and right of ways may be used for vehicular and pedestrian ingress and egress purposes. The Easement shall be for the benefit of and appurtenant to any future partition or subdivision of the land of either of the parties hereto. KFPA's land is currently used for a wildfire lookout and as a communications site by several independent entities under leases or permits granted by KFPA to said third parties. KFPA shall have the right to grant permission to parties leasing or using its land now and in the future to use the Easements subject to the terms and conditions of this Easement Agreement. No party's rights hereunder shall lapse or be lost in the event of that party's failure to use the Easements and right of ways, or any portion thereof, on a continuous basis, even if said period of nonuse continues for many years.

14. A party's failure or delay in exercising a right or interest under this Easement Agreement will not waive the right, nor will a party's single or partial exercise of a right preclude it from any other or future exercise of that or any other right.

15. This Easement Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, oral or written, relating to its subject matter.


16. If a provision of this Easement Agreement is prohibited or unenforceable in a jurisdiction, a prohibition, or unenforceability will not invalidate the remaining provisions hereof.

17. A modification or waiver of any portion of this Easement Agreement will only be effective if in writing, signed on behalf of each party or by its authorized agent, and a waiver will be a waiver only for the specific instance involved and will not impair the rights of the party making the waiver or the obligation of the other party to such party in any respect or at any time.

18. Any notice to a party under this Easement Agreement will be deemed to have been given when delivered in person or three business days after deposited in the United States Mail with first-class postage prepaid and properly addressed. For purposes hereof, the address of each party will be as set forth below each party's name on the signature page hereto or such other address as the party may designate by notice to the other party.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first set forth above.

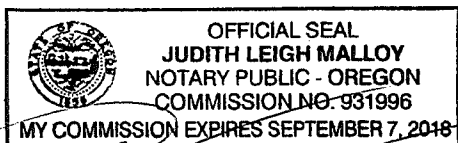
KLAMATH FOREST PROTECTIVE ASSOCIATION

By:  Its President  
3200 Delap Pit Road  
Klamath Falls OR 97601

DR

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 10<sup>th</sup> day of October, 2016, by  
LEE FIEDDERJOHANN, in his capacity as President of Klamath Forest Protective  
Association.



Judith Leigh Malloy  
Notary Public for Oregon  
My Commission Expires: September 7, 2018

DOUGLAS RAWSON

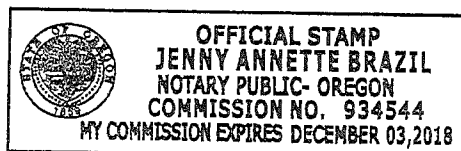
4041 Scott Valley Drive  
Klamath Falls OR 97601

Michele Rawson  
MICHELE RAWSON

4041 Scott Valley Drive  
Klamath Falls OR 97601

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 15<sup>th</sup> November day of ~~October~~, 2016, by  
Douglas Rawson and Michele Rawson.



Jenny Annette Brazil  
Notary Public for Oregon  
My Commission Expires: 12/3/2018

## EXHIBIT "A"

The NW $\frac{1}{4}$  NW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 25, Township 38 South, Range 9 E., W.M., and the adjoining parcel more particularly described as follows:

Beginning at the Southeast section corner of Section 24, Township 38 South, Range 9 E., W.M., thence West along the South section line of said Section 24 2006.90 feet to an iron pin, the true point of beginning; thence continuing West along said section line 248.32 feet to an iron pin; thence North 02° 36' 08" East 100.05 feet to an iron pin; thence North 89° 34' 05" East 263.04 feet to an iron pin; thence South 10° 19' 55" West 107.50 feet to the point of beginning; containing .60 acres together with the right of ingress and egress set forth in the Easement dated December 27, 1995, and recorded as document 2014-001141 in the records of the clerk of Klamath County, Oregon.

pr



Google earth  
feet 1000  
meters 300

-- Existing Easement  
-- Relocated and new Easement

Google earth

OK



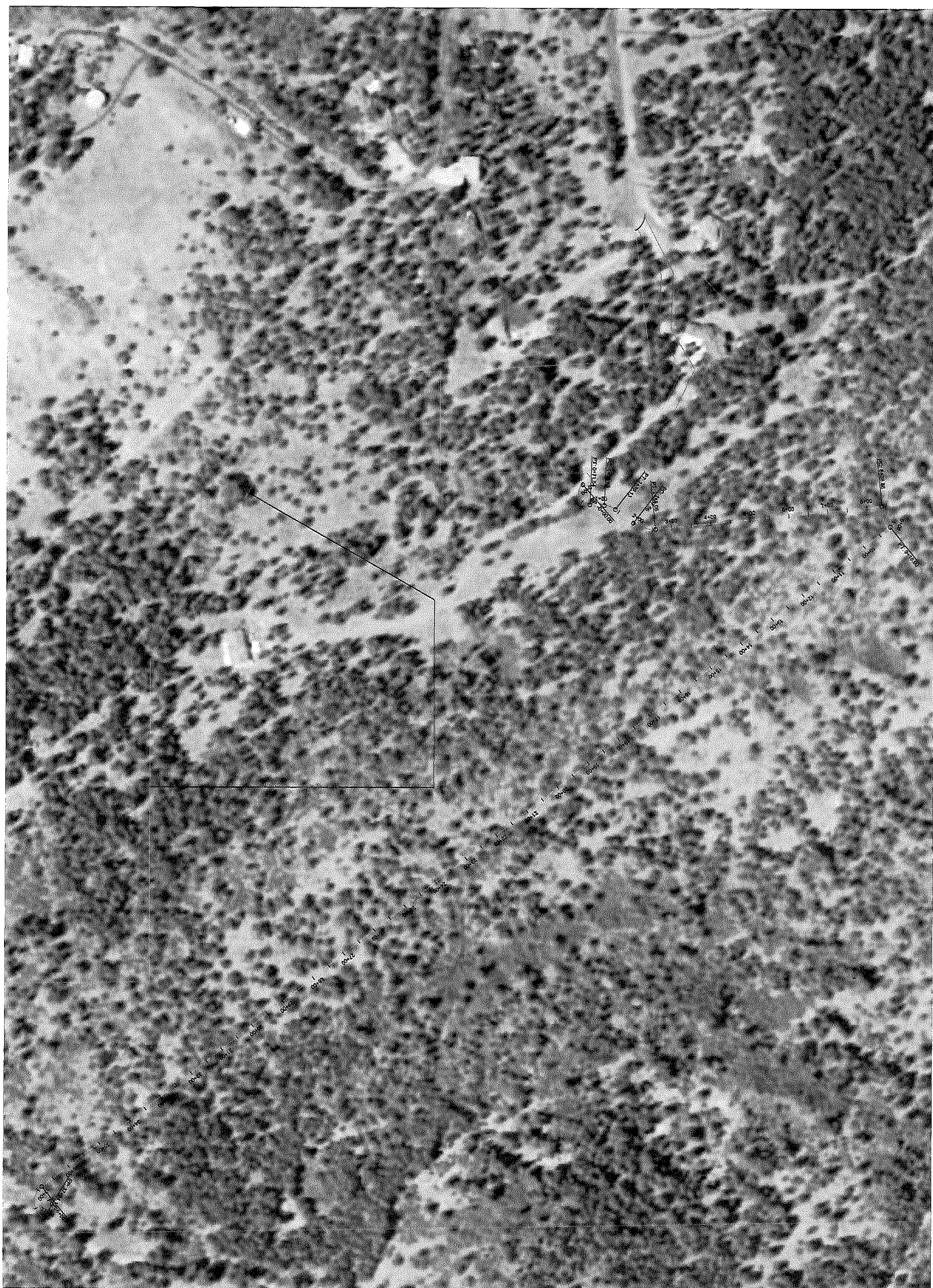


Exhibit C