

2017-006868

Klamath County, Oregon



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06/22/2017 03:02:00 PM

Fee: \$52.00

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

Grantors:
Charles C. and Maurene Ehlers
1401 Pacific Terrace
Klamath Falls, OR 97601

Grantee:
DAELT, LLLP
775 26 Road
Grand Junction, CO 81506

EASEMENT

THIS AGREEMENT, made and entered into this 22nd day of June, 2017, by and between Charles C. Ehlers and Maurene Ehlers, husband and wife, hereinafter called Grantors, and DAELT, LLLP, a Colorado limited liability limited partnership, hereinafter called Grantee:

W I T N E S S E T H

Grantors are the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

The South one-half of Government Lot 6, Section 12, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, excepting Grantee's property described herein.

Grantee is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

That certain property situated in the S1/2 W1/4 of Lot 6, Section 12, Township 38 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows and as shown on Property Line Adjustment 9-95:

Commencing at the center quarter corner as per CS No. 471, thence South 00°10'37" West 653.16 feet; thence North 89°32'23" West 914.77 feet; thence South 17°24'31" East 350.98 feet; thence North 89°36'37" West 677.96 feet to a point which is the true point of beginning; thence South 24°06'06" East 199.66 feet; thence North 89°36'20" West 281.55 feet to a point on the Westerly boundary of Lot 6; thence North along said Westerly boundary North 24°06'06" West 127.04 feet thence North 72°05'20" East 210.37 feet; thence South 89°36'37" East 51.72 feet to the true point of beginning.

Grantors and Grantee each have the unrestricted right to grant the easement hereinafter described relative to said real properties.

A survey of Grantee's property discloses the Grantee's property does not reach the high water line of Upper Klamath Lake. Grantee desires to have access to Upper Klamath Lake.

For mutual consideration, one to the other, Grantors and Grantee conveys to the other, their heirs, successors, and assigns, the easements and restrictions described hereafter.

The terms of this easement are as follows:

Easement granted by Grantors to Grantee

1. Grantors provide an Easement allowing Grantee to access Klamath Lake over Grantors' land within the confines of Grantee's property and the high water mark of Upper Klamath Lake. The north and south boundary of the Easement shall be defined by an extension of the northerly and southerly boundary lines of the Grantee's property as extended toward Upper Klamath Lake.

2. Grantee, his agents, independent contractors and invitees may use the Easement for access from Grantee's property and Upper Klamath Lake. Other than construction of a road or trail no other construction may occur on the property contained in the Easement.

3. Grantors reserve the right to use, construct, reconstruct and maintain any road or improvements located upon the Easement and Grantors may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties use shall cause a minimum of interference to the others; however, in case of conflict, Grantors' right of use shall be dominant.

4. Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of his use of the easement and Grantors shall have no liability to Grantee or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the real property owned by Grantee as described above.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantors and Grantee, their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

Easement granted by Grantee to Grantors

8. Grantee grants to Grantors an Easement for sight and imposes a restriction on construction of improvements on Grantee's property as follows:

8.1 No improvement shall be constructed upon Grantee's property that will exceed in height the elevation of roof of the currently existing residential structure on Grantee's property. In the event the presently existing residential structure is removed or destroyed, the parties agree the height restriction will be 4182.84 feet above sea level. The basis for this elevation is the North American Vertical Datum of 1988 provided by Keith Rhine of Rhine-Cross Group. This elevation is measured to the top of the chimney on the aforesaid residence.

8.2 Grantors may enforce a breach of this easement by use of injunctive relief, specific performance and damages. No remedy shall be exclusive of the other.

9. This easement is appurtenant and for the benefit of the real property owned by Grantors as described above.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this ____ day of June, 2017.


Charles C. Ehlers


Maurene Ehlers

DAELT, LLLP

By 
Larry D. Tice, General Partner

STATE OF OREGON, County of Klamath) ss.

This Instrument was acknowledged before me on June 22, 2017 by Charles C. Ehlers.

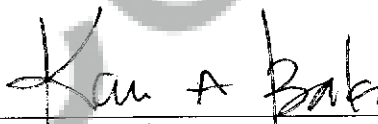



Notary Public for Oregon
My Commission expires: 9.20.2017

STATE OF OREGON, County of Klamath) ss.

This Instrument was acknowledged before me on June 22, 2017 by Maurene Ehlers.

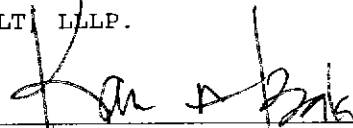



Notary Public for Oregon
My Commission expires: 9.20.2017

STATE OF OREGON, County of Klamath) ss.

This Instrument was acknowledged before me on June 22, 2017 by Larry D. Tice as General Partner of DAELT, LLLP.




Notary Public for Oregon
My Commission expires: 9.20.2017