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Fee: \$107.00

## RESTRICTED EASEMENT AND DEED OF EASEMENT

### I. PARTIES AND AFFECTED REAL PROPERTY

ELI ISAAC and KAREN ISAAC, Grantors, do hereby grant, sell, and convey to JAMES P. WILSON, Grantee, his heirs, successors, representatives and assigns, a perpetual easement over that portion of the Grantors' real property more particularly described as follows:

A strip of land, 30 feet in width, lying to the west of the east boundary line of Parcel A, and described as follows, for ingress-egress purposes, more particularly described as follows:

Commencing at the Northeast corner of that parcel of real property described herein below as the "burdened estate" (Parcel A) in Klamath County, Oregon, thence along the east boundary line of said parcel in a southerly direction a distance of approximately 1,335 feet to the point of intersection of said eastern boundary of said Parcel with the northwest corner of that parcel of real property described herein below as the "benefited estate" (Parcel B) for the **POINT OF BEGINNING**: thence along said east boundary line of said parcel (Parcel A) in a southerly direction approximately 2,632 feet to the southeast corner of said Parcel A; thence in a westerly direction along the south boundary of said Parcel A, a distance of approximately 3,000 feet to the southwestern corner of said Parcel A.

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The easement lies to the west (30 feet in width) of the above described line, while said line is running south along the east boundary line of Parcel A, and it lies to the north (30 feet in width) of the above described line, while said line is running west along the south boundary line of Parcel A.

[Attached hereto and incorporated herein, as Exhibit "A", is an illustration drawn upon an excerpt from a computer-generated GIS map of the "burdened estate" (Parcel A) and surrounding area, including the "benefited estate" (Parcel B)]

The easement granted hereby is for the benefit of the parcel of real property described herein below as the "benefited estate" and is appurtenant to and shall run with the "benefited estate" and any portion or subdivision thereof; said "benefited estate" (which may also be referenced herein as "Parcel B") is described as follows:

The North 1/2 of the following described property: A tract of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 34 South, Range 7 East of the Willamette Meridian in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of the Southeast 1/4 of the Northwest 1/4; thence South along the West line of the Southeast 1/4 of the Northwest 1/4, 440 feet; thence East parallel with the North line of the Southeast 1/4 of the Northwest 1/4 to the West line of Larson Creek; thence Northerly along said Creek to the North line of the Southeast 1/4 of the Northwest 1/4; thence West along said line to the point of beginning.

Returned at Counter  
JAMES P. WILSON

[For informational purposes only, the following is included: Map No.: Township 34 South Range 7 East, W.M., Section 11, Tax Lot #400; Tax Acct.#RI90215]

The following described real property of the Grantors is subject to the easement conveyed herein and said easement is appurtenant to and runs with said land as a burden to said "burdened estate;" said "burdened estate" (which may also be referenced herein as "Parcel A") is described as follows:

The West 1/2 of the Northwest 1/4 and the Northwest <sup>1/4</sup>~~1/4~~ of the Southwest 1/4 of Section 11, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

[For informational purposes only, the following is included: Map No.: Township 34 South Range 7 East, W.M., Section 11, Tax Lot #300; Tax Acct.#R753465]

## II. COVENANTS, CONDITIONS, LIMITATIONS AND RESTRICTIONS

Subject to the reservations hereinafter contained, the Grantee for the Grantee, his heirs, personal representatives, successors and assigns covenants and agrees as follows:

### A. Domestic Use

1. Except as otherwise provided in this instrument, the easement land is restricted solely to domestic use and may not be used for any commercial, industrial purpose or for any use that temporarily or permanently impairs or interferes with the land's value, character, use or utility, unless prior written approval is obtained from the Grantors.
2. No rights-of-way, easements, oil, gas or mineral leases, or other similar servitude may be conveyed, or permitted to be established on the easement land for any commercial, industrial or residential use, without the Grantors' express written permission.
3. Unless written approval is first obtained from the Grantors, no easement or other restriction may be granted by Grantee to any person or government agency in the land subject to this Restricted Easement and Deed of Easement.
4. No signs, billboards, or outdoor advertising displays may be erected, displayed, placed or maintained on the land by Grantee; provided, however, the Grantors reserve the right to grant written approval to Grantee or his assigns.
5. No ashes, sawdust, bark, trash or any other material may be dumped on the easement land by Grantee.
6. The land shall be managed in accordance with Grantors' wishes and the Grantors reserve the right to selectively cut or clear cut from time to time trees on the easement land.

### B. No Subdivision or Development Rights Transfer

1. The division, partition or subdivision ("Division") of the land for any purpose, including off conveyance and boundary line adjustment, is prohibited, unless written approval has first been obtained from the Grantors. This means that the Grantee may not sell, transfer, off convey, devise, give, bequeath, donate, or otherwise divide, any existing or future subdivided part or parts separately from the total of the parts, whether voluntarily, involuntarily, or by reason of foreclosure or bankruptcy. However, the Grantors may approve a Division of the total of the parts of the land

and separate ownership of a part or parts of the land for reasons which the Grantors, in their sole discretion, deem appropriate.

2. Except as provided herein, all development rights associated with the land are hereby extinguished. No development rights from the land may be transferred to another area, or to another person, notwithstanding any prior agreement to the contrary; nor may the land be used for the purpose of calculating permissible lot yield of any other property. In addition, Grantee agrees that he shall not be permitted to develop the within described property based on any existing, retained, or after acquired development rights except for that which the Grantors give written approval rights.

### *III. RESERVATIONS IN THE GRANTOR*

The Grantors reserve the right to use the easement land, in their sole discretion, for any purpose and need not honor the specific requests of Grantee unless the Grantors give written approval addressing the specific request made.

### *VI. BREACH*

If the easement or any covenant, condition, limitation, restriction or other provisions herein contained is violated or breached, the Grantors may, after due notice to the Grantee, the Grantee's personal representatives, successors or assigns, institute an action in equity to enjoin, by ex parte, temporary or permanent injunction, such violation or breach; to require the restoration of the above-described land to its condition prior to such violation or breach (including, but not limited to, re-conveyance of title to land conveyed in violation of covenants herein); to recover damages; and to take such other legal action as may be necessary to insure compliance with the easement and the covenants, conditions, limitations and restrictions or other provisions herein contained.

### *V. MISCELLANEOUS PROVISIONS*

- A. If the Grantee has any doubts concerning the easement, covenants conditions, limitations or restrictions herein contained with respect to any particular use of the said land, the Grantee may submit a written request to the Grantors for consideration and approval of such use.
- B. This easement does not grant the public any right to access or any right of use of the above described land.
- C. As used herein the singular form of a word includes both the singular and plural, the plural form of a word includes both plural and singular, and reference to words of certain gender includes reference to all genders.
- D. The provisions of this Restricted Easement and Deed of Easement shall be governed by the laws of the State of Oregon and the parties hereby expressly agree that the courts of the State of Oregon shall have jurisdiction to decide any question arising hereunder after all administrative remedies are exhausted.

- E. No determination by any court, governmental body or otherwise that any provision of this Restricted Easement and Deed of Easement is invalid or unenforceable in any instance shall affect the validity or enforceability of (1) any other such provision, or (2) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by law and shall be construed wherever possible as being consistent with applicable law.
- F. Notwithstanding any provision herein to the contrary, the Grantors make no promises, commitments, or pledges that the particular land use desired complies with local zoning laws. The burden is upon the Grantee to make such determinations.
- G. The Grantee further covenants that the Grantee has not done or caused to be done any act, matter or thing whatsoever, to encumber the property hereby conveyed by way of easement; and that the Grantee will execute such further assurances of the same as may be required.

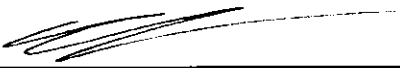
The true consideration for this conveyance is the sum of paid attorneys' fees to prepare this Restricted Easement and Deed of Easement and other good and valuable consideration, receipt of which is hereby acknowledged by the undersigned.

(CONTINUED ON NEXT FINAL PAGE, 5 OF 5 PAGES)


THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated this 23 day of DECEMBER, 2019

Grantor:

  
\_\_\_\_\_  
ELI ISAAC

Grantor:

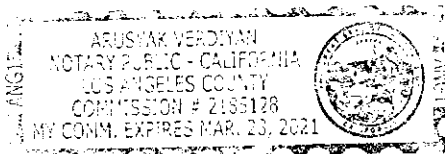
  
\_\_\_\_\_  
KAREN ISAAC


STATE OF California       )  
  ) ss.  
County of Los Angeles     )

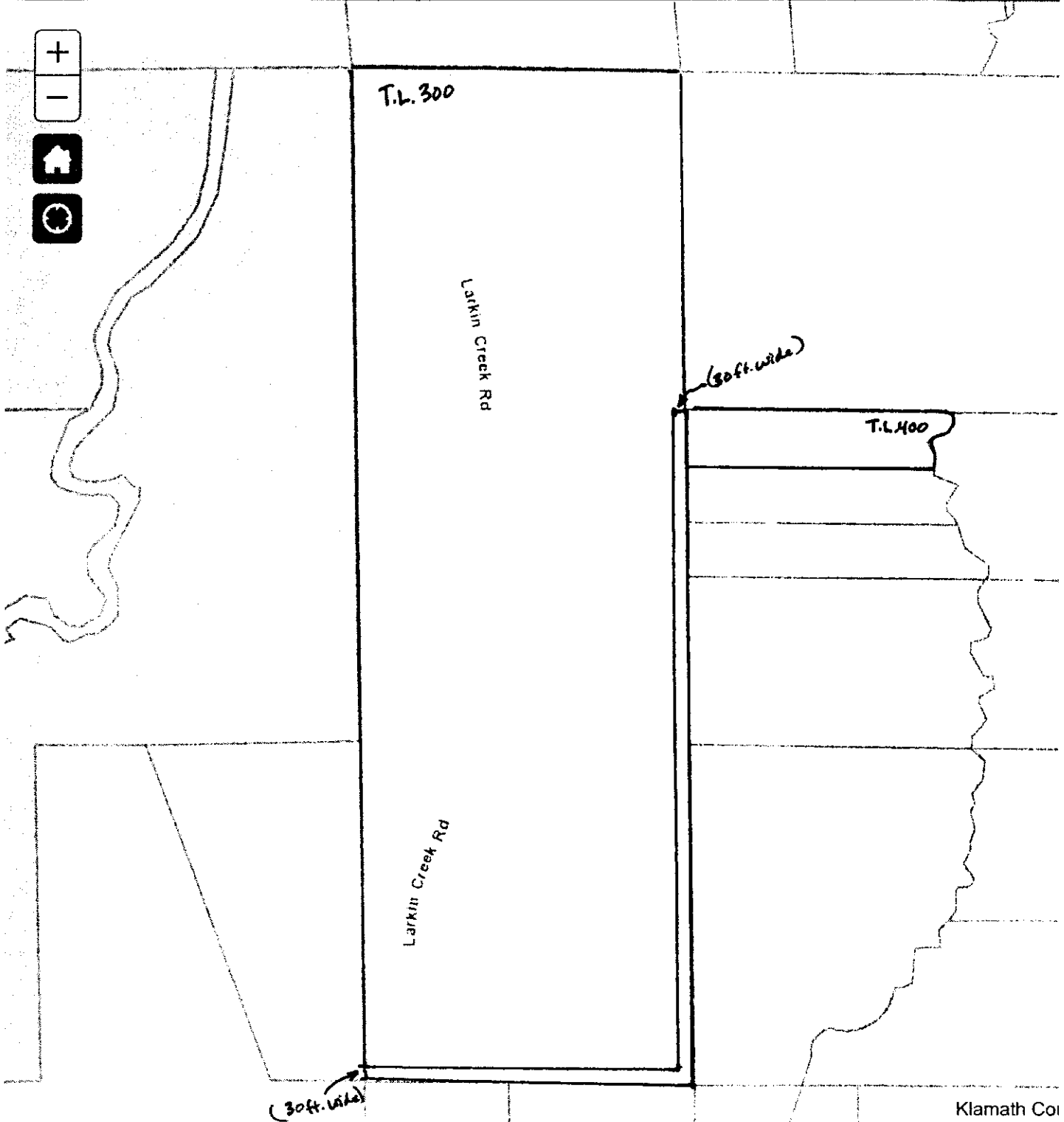
On December 23, 2019 before me, Arusyak Verdinyan, Notary, personally appeared Eli Isaac and Karen Isaac who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) 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.



  
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Notary Public for California  
My Commission Expires: 03/23/2021



Tranship 34 South, Range 7 East, W.M., Section 11, Taxlots 300 & 400

Easement line:                       
 30ft. wide: West of East boundary  
 North of South Boundary