

AFTER RECORDING,  
RETURN TO:

Hershner Hunter, LLP  
Attn: Nancy K. Cary  
P.O. Box 1475  
Eugene, OR 97440

2020-001795

Klamath County, Oregon

02/13/2020 10:14:01 AM

Fee: \$112.00

## ACCESS EASEMENT

### PARTIES:

DAREN HENDERSON, ASHLEY CARY AND ERIN BORNSTEIN (collectively referred to herein as "Henderson")

ROBERT BRIAN DE HARRPORT ("De Harrport")

### RECITALS:

A. De Harrport is the fee owner of real property located in Klamath County, Oregon commonly known as Tax Lot R-2407-018A0-01700-000 and 18814 Earl Lane, Crescent Lake, Oregon 97733 ("De Harrport Property"), and more accurately described on Exhibit A. Henderson is the owner of real property located in Klamath County, Oregon, commonly known as Tax Lot R-2407-018A0-1600-00 and 18922 Earl Lane, Crescent Lake, Oregon 97733 ("Henderson Property") and more accurately described on Exhibit B.

B. Henderson recently sold the De Harrport Property to De Harrport. Both De Harrport Property and the Henderson Property were previously owned by the Henderson Family for decades. During that time the Hendersons used approximately 25 feet of the De Harrport Property as a portion of the private circular driveway for the Henderson Property and that private driveway connects to and provides access from Earl Lane to the Henderson Property.

C. De Harrport hereby grants a perpetual exclusive easement over the De Harrport Property for the exclusive use and benefit of the Henderson Property, on the terms and conditions below. Earl Lane and the private driveway and easement are generally depicted on Exhibit C.

### AGREEMENTS:

1. EASEMENT. De Harrport grants to Henderson a perpetual exclusive easement located on a portion of the De Harrport Property as set forth on Exhibit C. De Harrport grants this easement with the acknowledgement that the easement is not the only means of access to the Henderson Property. Note: It is the intent of De Harrport and Henderson that the easement reflected in this document remain in effect until a survey is conducted to determine the exact dimensions of the actual easement and a new perpetual exclusive easement is recorded. The parties intend to have that survey completed when weather conditions improve and the snow has melted

so as not to interfere with the survey and the locating of property pins and property corners. Once that survey is conducted Henderson will draft a new perpetual exclusive easement based on the survey and the agreement of the parties. Once that new easement is signed by both parties and their signatures have been notarized Henderson will record that new easement in the county records and it will then replace the easement set forth in this document. The easement reflected in this document shall remain in full force and effect until all of the above has occurred.

2. TYPE OF EASEMENT. This easement is appurtenant to the De Harrport Property and the Henderson Property. This easement shall run with the land, shall be binding on, and shall inure to the benefit of De Harrport and Henderson, and their successors and assigns. De Harrport understands that a future division of the De Harrport Property will extend the benefits of the easement to the created parcels.

3. DESCRIPTION OF EASEMENT. As one of the pre-existing means of access to the Henderson Property, the easement is located along the entire De Harrport Property line, providing an easement for access 25 feet in width.

4. USE OF THE EASEMENT. Henderson shall have the right to use, occupy and maintain the easement as a means of access (ingress and egress) to and from the Henderson Property, for all purposes, and for the placement of utilities, including telecommunication lines. No party may obstruct or interfere with the easement. Henderson assumes all risk out of their use of the easement provided, however, that De Harrport is not released from liability for his negligent or wrongful acts or acts of his tenants, agents or invitees. Henderson shall have no restrictions on use of the easement.

5. MAINTENANCE OF THE EASEMENT. Henderson shall have responsibility for ongoing maintenance of the easement unless De Harrport causes damage in excess of normal wear and tear, in which case the responsible party shall promptly repair such damage and restore the easement to its condition that immediately preceded the damage.

6. TAXES. De Harrport shall be responsible for paying all taxes for the De Harrport Property including the portion of the easement.

7. BINDING EFFECT. All of the covenants, agreements, conditions and terms contained in this document shall be binding upon, apply and inure to the benefit of, the successors and assigns of De Harrport and Henderson.

8. REMEDIES. The applicable law for the purpose of interpretation of this easement, or the enforcement of any rights or obligations hereunder, are the laws of the State of Oregon. If any party fails to perform any of such party's obligations under this easement after being notified of non-performance and given a reasonable opportunity to cure, the other party or parties 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 any other remedies allowed by law, provided that no party may terminate the easement based on the non-performance of the other party or parties.

9. LEGAL PROCEEDINGS. If any proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, the prevailing party in such proceeding

shall be entitled to recover a reasonable attorney's fee in such proceeding, and on any appeal thereof, in addition to the costs and disbursements allowed by law.


10. INTEGRATION. This agreement constitutes a final and complete statement of the agreement between the parties and fully supersedes all prior agreements or negotiations, written or oral. The parties acknowledge that there are no representations or warranties that are not expressly stated herein.

11. WAIVER. No waiver of any right arising out of a breach of any covenant, terms or condition of this agreement shall be a waiver of any rights arising out of any other or subsequent breach of the same or other covenant, term or condition, or a waiver of the covenant, term or condition itself.

12. WARRANTY OF AUTHORITY. Each person executing and delivering this easement on behalf of a party represents and warrants that such person is duly authorized to do so and that the execution and delivery of this easement are the lawful and voluntary acts of the party on whose behalf this easement is executed.

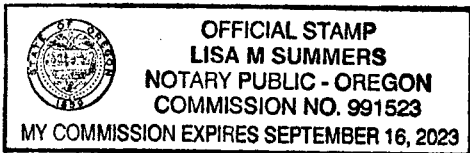
13. COUNTERPARTS. This easement may be executed in several counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same document.

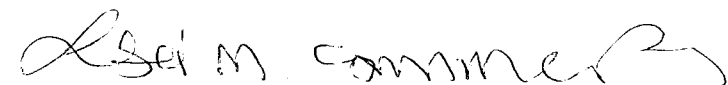
DATED: 2-10-2020

  
Robert Brian De Harrport

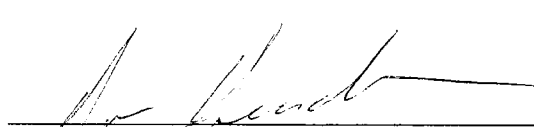
STATE OF OREGON       )  
                                      ) ss.  
COUNTY OF LANE       )

This instrument was acknowledged before me on 2/10, 2020, by Robert Brian De Harrport.



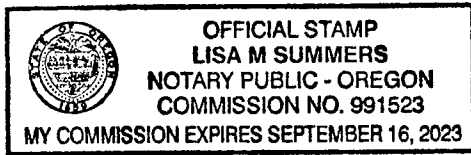
  
Notary Public for Oregon  
My commission expires: 9/16/2023

DATED: 2/10/2020

  
Daren Henderson

STATE OF OREGON       )  
                                      ) ss.  
COUNTY OF LANE       )

This instrument was acknowledged before me on 2/10, 2020, by Daren Henderson.



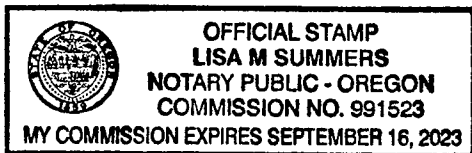
Lisa M. Summers  
Notary Public for Oregon  
My commission expires: 9/16/2023

DATED: 2/11/2020

Ashley Cary  
Ashley Cary

STATE OF OREGON           )  
  ) ss.  
COUNTY OF LANE        )

This instrument was acknowledged before me on 2/11, 2020, by Ashley Cary.



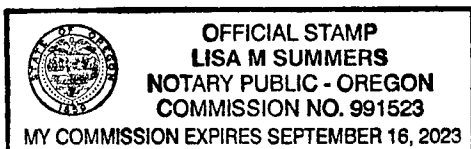
Lisa M. Summers  
Notary Public for Oregon  
My commission expires: 9/16/2023

DATED: 2/11/2020

Erin Bornstein  
Erin Bornstein

STATE OF OREGON           )  
  ) ss.  
COUNTY OF LANE        )

This instrument was acknowledged before me on 2/11, 2020, by Erin Bornstein.



Lisa M. Summers  
Notary Public for Oregon  
My commission expires: 9/16/2023

**EXHIBIT A**

**DEHARRPORT PROPERTY LEGAL DESCRIPTION**

Lot 3, Block 4, BREWERS RANCHOS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. R147004

Map & Tax Lot No. R-2407-018A0-01700-000

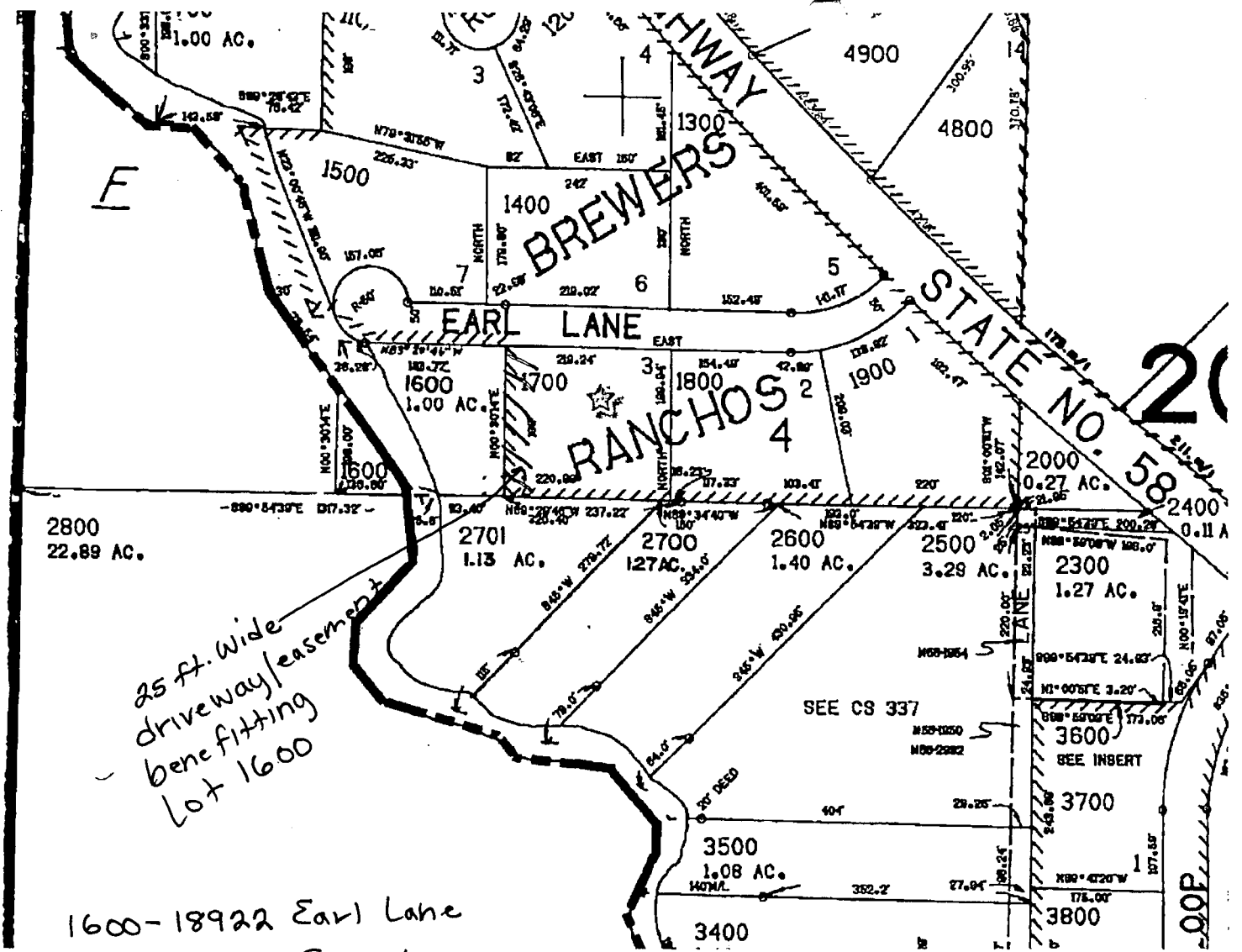
## **EXHIBIT B**

### **HENDERSON PROPERTY LEGAL DESCRIPTION**

A parcel of land situated in the NW1/4 NE1/4 of Section 18, Township 24 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin marking the Southeast corner of the NW1/4 NE1/4 of said Section 18; thence North 89° 54' 39" West along the South line of the NW1/4 NE1/4 of said Section 18 a distance of 323.41 feet; thence leaving the South line of the NW1/4 NE1/4 of said Section 18 North 89° 34' 40" West a distance of 117.33 feet to an iron pin; thence North 89° 29' 46" West a distance of 237.22 feet to an iron pin on the true point of beginning of this description; thence continuing North 89° 29' 46" West a distance of 83.40 feet to an iron pin on the Easterly bank of Crescent Creek; thence continuing North 89° 29' 46" West a distance of 136.60 feet; thence North 00 degrees 30' 14" East a distance of 198.00 feet; thence South 89° 29' 46" East a distance of 220.0 feet to an iron pin; thence South 00° 30' 14" West a distance of 198.00 feet to the true point of beginning of this description. The bearing of the above description are based on the South line of the NW1/4 NE1/4 of said Section as being North 89° 54' 39" West.

Tax Account No. R146997

Map & Tax Lot No. R-2407-018A0-1600-00



# AmeriTitle

THIS SKETCH IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING CERTAIN PREMISES AND NO LIABILITY IS ASSUMED FOR VARIATIONS IF ANY, IN DIMENSIONS AND LOCATIONS ASCERTAINED BY ACTUAL SURVEY.

