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Fee: \$97.00

Easement

Returned at Counter

SHARED JOINT EASEMENT AGREEMENT FOR THE EXISTING UTILITIES – WATER, NATURAL GAS, ELECTRIC, TELEPHONE AND CABLE LINES SOUTH FROM PARCEL 1 ACROSS KELLER ROAD ALONG THE NORTHSIDE OF PARCEL 4 AND PARCEL 3 TO THE NORTHEAST BOUDARY OF PARCEL 3.

Robert Alan Gordon Family Trust Owner of parcels 1 and 3 legally described in Exhibit "A"

R. A. Gordon and Associates LLC Owner of Parcel 4 legally described in Exhibit "B"

Hereto all the above mutually and for value received agree to share the existing utilities and road access as follows:

1. Whereas the easement is for the purpose of suppling utilities and access to each parcel.
2. Whereas, it is the intention and purpose of the undersigned parties that the utilities and access should be used and operated to provide utilities for each properties connected thereto, for the present and future owners, their heirs, successors and assigns of the properties thereto.
3. Easements. Each parcel is benefited with the right of ingress and egress for maintenance and repair and associated equipment of the utilities. No party may install landscaping or improvements that will impair the use of said easement
4. Utilities billing shall to meter to each owner individually.
5. Maintenance and Repairs. The owner of each parcel shall equally share and promptly pay and maintenance, repair and/or replacement costs not covered by warranties and/or insurance.
 - a. Negligence of a Party. In cold weather, or when there is danger of a freeze, when a party leaves for an extended period of time, Shall drain the water system prior to leaving, the negligent party shall be solely responsible for any repairs necessary.
 - b. Emergency Situations. That each party shall have the right to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the utility system.
6. Withdrawal from Agreement. The owners of the Parcels may withdraw from this agreement upon abandoning, in recorded writing, its share of use and enjoyment of the Utilities. Such abandonment shall not affect any easements benefiting the non-terminated parties.
7. Enforcement of Agreement. In the event litigation relating to this agreement the prevailing party shall be entitled to an award of reasonable attorney's fees and costs, in addition to damages, specific performance, and/or injunctive or declaratory relief.
8. The term of this Agreement shall be perpetual, except as herein limited.
9. The benefits and burdens of this agreement shall constitutes a covenant running with the parcels of land herein described and shall be binding upon the Heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereunto set their hands this 30th day of March 2020.

Parcels 1 and 3 Owner

Parcel 4 Owner

Robert Alan Gordon Family Trust

Robert Alan Gordon, Trustee

R. A. Gordon and Associates LLC

R. A. Gordon, Member

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A parcel of land situate in the NW1/4 of Section 18, Township 39 South Range 10, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of the N1/2 of the NW1/4 of Section 18 which bears North 89 degrees 59' 04" West 1301.29 feet from the Southeast corner of the NE1/4 of the SE1/4 of the NW1/4; thence North 0 degrees 14' 05" West, 416.51 feet; thence West 55.19 feet; thence along the arc of a 1191.20 foot Radius curve to the right 632.03 feet (long chord bears South 89 degrees 09' 08" West 624.64 feet); thence along the arc of a 111.93 foot Radius curve to the right 147.78 feet (long chord bears North 37 degrees 49' 26" West 137.28 feet); thence South on a line parallel to and 541.8 feet East of the West line of Section 18 to a point on the South line of the N1/2 of the NW1/4; thence South 89 degrees 59' 04" East along the South line of the N1/2 of the NW1/4 to the point of beginning.

PARCEL 3:

A tract of land in the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the North boundary of above said Section 18, which point bears East 541.78 feet from the Northwest corner of said Section 18; thence South 183.91 feet to the most Northeasterly corner of Tract 1197, First Addition to Eternal Hills Memorial Gardens; thence following along the Easterly boundary of same on the following courses; South 607.44 feet; thence along the arc of a 111.93 foot radius curve to the left, 147.78 feet (long chord bears South 37 degrees 49' 26" East 137.28 feet); thence along the arc of a 1191.20 foot radius curve to the left, 632.03 feet (long chord bears North 89 degrees 09' 08" East, 624.64 feet); thence East 55.19 feet to the Easterly boundary of above said Tract 1197, First Addition to Eternal Hills Memorial Gardens; thence along same boundary projected North 0 degrees 14' 05" West 630.55 feet, thence West 50.00 feet; thence North 0 degrees 14' 05" West 260.00 feet, more or less to the North boundary of aforesaid Section 18; thence West along said boundary 710.31 feet to the point of beginning, and excepting from the above described land the North 30.00 feet thereof for road purposes.

EXHIBIT "B"

PARCEL 4:

A tract of land in the NW1/4 of the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at an iron pipe at the intersection of the North boundary of above said Section 18 and the Easterly right of way boundary of the Klamath Falls-Merrill Highway (Hwy #39); thence East along the aforesaid North boundary of Section 18, a distance of 511.78 feet; thence South 183.91 feet to an iron pin marking the most Northeasterly corner of Tract 1197, First Addition to Eternal Hills Memorial Gardens; thence Westerly following along the most Northerly boundary of above said Gardens on the following courses; West 65.31 feet, South 46 degrees 07' 30" West, 33.51 feet, South 62 degrees 28' 00" West 53.17 feet, South 79 degrees 42' 00" West, 214.38 feet, and South 88 degrees 03' 00" West, 164.34 feet, more or less, to an iron pin on the Easterly right of way boundary of the Klamath Falls-Merrill Highway; thence North along same 275.64 feet to the point of beginning, more or less, and excepting from the above described land the North 30.00 feet thereof for road purposes.

Witnessing or Attesting a Signature

State of OREGON

County of KLAMATH

Signed (or attested) before me on the 30th day of March, 2020
by (names(s) of individual(s)) Robert Alan Gordon

Louise Monteith

Notary Public - State of Oregon



Document Description

This certificate is attached to page 3 of a
Easement Agreement (title or type of document),
dated March 30, 2020 consisting of 3 pages.