

2020-006285

Klamath County, Oregon

05/20/2020 02:37:37 PM

Fee: \$127.00

After recording return to:
Stoel Rives LLP
Attn: Tyler M. Clarke
760 SW Ninth Ave., Suite 3000
Portland, OR 97205

CREEK ACCESS AND PARKING EASEMENT AGREEMENT

8 This Creek Access and Parking Easement Agreement (this "Agreement") is made as of the May day of May, 2020 (the "Effective Date") by and between Root Ranch LLC, an Oregon limited liability company ("Grantor") and James M. Root and Valerie K. Root, husband and wife ("Grantees").

RECITALS

WHEREAS, Root Ranch is the fee owner of certain real property in Klamath County, Oregon described on Exhibit A ("Grantor's Property"), and Grantees are the fee owners of certain real property described on Exhibit B ("Grantee's Property").

WHEREAS, Grantees have requested, and Grantor is willing to grant on the terms set forth herein, a creek access and parking easement across and on Grantor's Property to allow Grantees access to those creeks known as Agency Creek and Crooked Creek (the "Creeks").

AGREEMENT

NOW, THEREFORE, in consideration of the agreements provided herein and other good and valuable consideration given by and between Grantor and Grantees, the receipt and sufficiency of which are acknowledged, it is agreed:

1. **Grant of Easement.** Subject to the provisions of this Agreement, Grantor hereby grants to Grantees a nonexclusive, perpetual easement across and on (i) the area of Grantor's Property that is 30 feet north of the north bank of Agency Creek (as such creek is shown on Exhibit C) for pedestrian access for purposes of recreation, fishing and waterfowl hunting and (ii) the portion of Grantor's Property that is shown and described in Exhibit C attached hereto (collectively, the "Easement Area") for access, ingress, egress and parking purposes, related to accessing the Creeks. Grantees and any of their contractors, licensees, agents, servants, employees, guests, invitees or visitors (the "Grantee Parties") may use and access the Easement Area for the foregoing purposes subject to the limitations set forth in this Agreement. Grantor reserves the right to use the Easement Area and to grant additional easements and rights to third parties within Grantors' Property and the Easement Area so long as such use and rights do not unreasonably interfere with the easement granted to Grantee hereunder.

2. **No Obstructions.** Neither party shall place or allow others to place buildings, cement, pavement or other permanent or non-permanent obstructions within the Easement Area.

3. **Maintenance and Repair of Easement.** Grantor shall maintain the Easement Area in safe, clean and orderly condition, and shall promptly repair any damage to the Easement Area.

4. **Appurtenant Easement.** The easement granted pursuant to this Agreement runs with the land and is appurtenant to Grantor's Property and Grantees' Property and shall benefit and burden those properties as set forth herein.

5. **Remedies.** If any party fails to comply with any provision herein, then unless such default shall have been cured within ten (10) days of such defaulting party's receipt of written notice specifying the nature of such default from the other party, or such longer period as may be necessary to cure such default in the event such defaulting party commences such cure within such ten (10) day period and thereafter diligently prosecutes such cure to completion, the non-defaulting party may exercise any remedies to which the non-defaulting party may be entitled to in law or at equity including the right to sue to specifically enforce the terms, covenants and/or conditions set forth in this Agreement. In the event that any lawsuit or other proceeding is brought to enforce any of the terms hereof, the prevailing party shall be entitled to recover its costs and expenses incurred in connection with such action or proceeding (including any appeals therefrom) from the non-prevailing party, including reasonable attorneys' and court fees and costs.

6. **Notice.** All notices provided for herein may be delivered in person, sent by overnight courier service or mailed in the United States mail certified with postage prepaid and, shall be deemed delivered on the first business day following such delivery, except, if mailed, it shall be considered delivered three (3) business days after deposit in such mail. The addresses to be used in connection with such correspondence and notices are the following, or such other address as a party shall from time to time direct:

Grantors: Root Ranch LLC
 PO Box 430
 Medford, OR 97501
 Attention: James Root

With a copy to: Stoel Rives, LLP
 760 SW Ninth Avenue, Suite 3000
 Portland, Oregon 97205
 Attention: Tyler Clarke

Grantees: James and Valerie Root
 PO Box 430
 Medford, OR 97501

7. **Captions and interpretation:** The captions used herein are for convenience of reference only and are not intended to either limit or broaden the terms of this Agreement. This Agreement shall be interpreted as if both parties prepared it jointly.

8. **Entire agreement.** It is mutually understood that this Easement as written covers all the agreements between the parties here to and that no representations or statements, verbally or written, have been made modifying, adding to, or changing the terms hereof.

9. **Applicable law.** This Easement has been entered into in Oregon and the affected properties are located in Oregon. This Agreement will in all respects be governed by the laws of the State of Oregon, without reference to any provisions that may cause the laws of another jurisdiction to be applicable.

10. **Severability.** Invalidity of any provisions of this Agreement will in no way affect any of the other provisions of this Agreement.

11. **Modification or Amendment.** This Agreement may be amended or modified only by the agreement of the Grantor and Grantee or their successors in interest and no such amendment or modification will be effective until a written instrument setting forth its terms has been executed, acknowledged and recorded in the real property records of Klamath County, Oregon.

12. **Waiver; Cumulative Remedies.** Waiver of any provision of this Agreement by either party will only be effective if in writing and will not be construed as a waiver of any subsequent breach, inaccuracy or nonperformance of or noncompliance with the same provision or a waiver of any other provision of this Agreement. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.

[Signatures pages follow]

IN WITNESS WHEREOF, Grantor and Grantees have duly executed this Agreement as of the Effective Date.

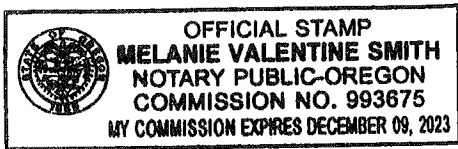
GRANTOR:

ROOT RANCH LLC,
an Oregon limited liability company

By: [Signature]
Printed Name: James M. Root
Title: Manager

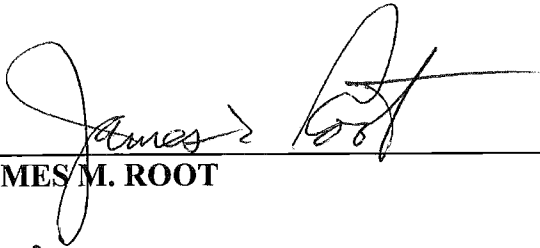
STATE OF OREGON)
)ss.
County of JACKSON)

The foregoing instrument is acknowledged before me this 8 day of May, 2020, by James M. Root as Manager of Root Ranch LLC, an Oregon limited liability company on behalf of the company.

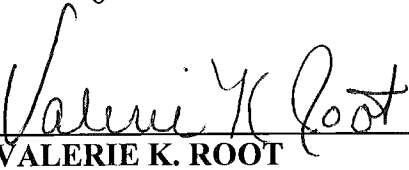


[Signature]
Notary Public for Oregon
Commission No.: 993675
My commission expires: 12/9/2023

GRANTEES:



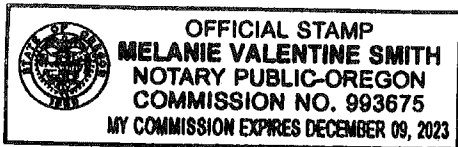
JAMES M. ROOT




VALERIE K. ROOT

STATE OF OREGON)
)ss.
County of JACKSON)

The foregoing instrument is acknowledged before me this 8 day of May,
2020, by James M. Root ~~and Valerie K. Root.~~

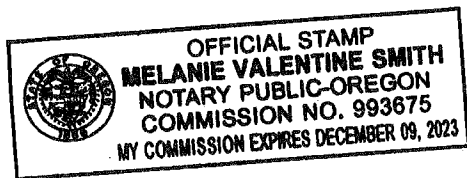


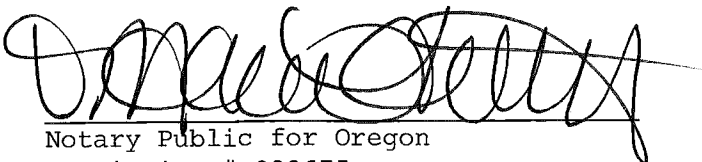


Notary Public for Oregon
Commission No.: 993675
My commission expires: 12/9/2023

State of Oregon, County of Jackson)ss.

The foregoing instrument is acknowledged before me this 11th day of May,
2020 by Valerie K. Root.





Notary Public for Oregon
Commission # 993675
My commission expires 12/9/2023

EXHIBIT A
(Legal Description of Grantor's Property)

Parcel 1

An area of land in the Southeast quarter of Section 13, Township 34 South, Range 7.5 East, and the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

The land described in Deed Document No. 2017-012664, excepting therefrom:

Beginning at the Southeast corner of said Section; thence North 89°47'47" West 1329.92 feet along the South line of said section; thence North 01°28'32" West 887.36 feet; thence South 82°42'52" East 280.40 feet; thence North 63°06'03" East 73.41 feet; thence South 89°09'13" East 70.45 feet; thence South 67°23'14" East 132.06 feet; thence South 27°56'59" 102.22 feet; thence South 37°07'34" 70.83 feet; thence South 89°26'47" East 130.24 feet; thence North 78°56'29" East 122.33 feet; thence North 75°23'09" East 168.50 feet; thence South 82°17'43" East 174.43 feet; thence North 50°46'17" East 147.51 feet to a 5/8" iron rod marking the Northwest corner of the land described in Deed Document No. 2017-012665; thence along the West line of said deed record, South 01°46'56" East 825.87 feet to the point of beginning.

Parcels 2 and 3

Parcel 2 and Parcel 3 of Land Partition 5-12, located in the SE ¼ of Section 13, Township 34 South Range 7 E.W.M., and the SW1/4 of Section 18, Township 34 South Range 7 E.W.M., Klamath County, Oregon, filed in the County Clerk of Klamath County on September 2, 2014, Volume 2014-9077, being a replat of Parcel 1 of Land Partition 15-10 filed in the County Clerk of Klamath County as Volume 2011-14306.

Parcel 4

A portion of Parcel 2 of land Partition 15-10 in the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. Being more particularly described as follows:

Beginning at a 5/8" iron rod on the West line of said Parcel; thence North 01°55'05" West 59.09 feet to a point on the thread of Agency Creek; thence along the thread of said creek the following courses and distances: North 72°11'55" East 13.88 feet; thence North 83°39'13" East 48.69 feet; thence North 89°07'09" East 84.43 feet; thence North 75°08'21" East 119.81 feet; thence North 89°51'55" East 49.37 feet; thence South 79°53'38" East 76.67 feet; thence North 87°50'40" East 93.68 feet to the Northeast corner of said Parcel 2; thence along the East line of said Parcel South 11°41'19" East 62.58 feet to a 5/8" iron rod; thence leaving said East line, South 86°32'57" West 491.88 feet to the point of beginning.

EXHIBIT B
(Description of Grantee's Property)

Parcel 1

Parcel 1 of Land Partition 63-94 situated in the E1/2 of Section 24 and the N1/2 NE1/4 of Section 25, Township 34 South, Range 7 1/2 East of the Willamette Meridian, and the SW 1/4 of Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, as filed in the Klamath County Engineer's Office.

Parcel 2

Parcel 2 of Land Partition 63-94 situated in the E1/2 of Section 24 and the N1/2 NE1/4 of Section 25, Township 34 South, Range 7 1/2 East of the Willamette Meridian, and the SW 1/4 of Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, as filed in the Klamath County Engineer's Office.

Parcel 3

A parcel of land situated in Section 19, Section 30, Township 34 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the North line of Government Lot 4 in said Section 19 and on the East right of way line of Highway 427, from which the Northwest corner of said Government Lot 4 bears North 88°57'13" West 980.28 feet; thence from said point of beginning South 88°57'13" East along the North line of said Government Lot 4 327.55 feet to a 5/8" iron pin marking the Northeast corner of said Government Lot 4; thence South 00°51'06" East along the East line of said Government Lot 4 1323.49 feet to a 5/8" iron pin marking the Southeast corner of said Government Lot 4; thence South 88°55'04" East along the South line of the Southeast one quarter of the Southwest one quarter of said Section 19 344.17 feet to a 5/8" iron pin; thence South 09°13' East 808.61 feet to a 5/8" iron pin; thence South 88°53'51" East 96.35 feet to a 5/8" iron pin on the West right of way line of Highway 62; thence South 11°38'44" East along the West right of way line of said Highway 62, 224.45 feet to a 5/8" iron pin marking the West right of way of said Highway 62 and the North right of way of Highway 422; thence North 83°47'44" West along the North right of way of said Highway 422, 629.53 feet to a 5/8" iron pin; thence continuing along the right of way of said Highway 422 and along the arc of a 143.24 feet radius curve to the right (Delta = 78°15'12", Chord = 180.78 feet) 195.63 feet to a 5/8" iron pin on the East right of way of said Highway 427; thence North 05°32'32" West along the East right of way of said Highway 427, 2169.21 feet to the point of beginning. AND BEGINNING at a 5/8" iron pin marking the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence from said point of beginning North 88°48'43" West along the South line of said North 1/2 of Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 624.35 feet to a 5/8" iron pin on the East right of way of Highway 427; thence North 05°32'32" West along the East right of way of said Highway 427, 1142.88 feet to a 5/8" iron pin; thence continuing along the right of way of said Highway 427 and along the arc of a 143.24 feet radius curve to the right (Delta = 101°44'48", Chord = 222.24 feet) 254.37 feet to a 5/8" iron pin on the South right of way of Highway 422; thence South 83°47'44" East along the South right of way line of said Highway 422, 576.81 feet to a 5/8" iron pin on the West right of way line of Highway 62; thence South 11°38'44" East along the West right of way line of said Highway 62, 55.37 feet to a 5/8" iron pin; thence South 00°23'16" West along the East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 30, 1190.17 feet to the point of beginning.

Parcel 4

ALSO, a parcel of land situated in Section 25, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, and Section 19, Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of said Section 25 and the mean high water line of the Wood River, from which the Southeast corner of said Section 25 bears North 89°46'47" East 1866.00 feet, more or less, thence from said point of beginning North 89°46'47" East along the South line of said Section 25, 1866.00 feet to the Southeast corner of said Section 25; thence South 88°52'24" East along the South line of said Section 30, 1288.06 feet to a 5/8 inch iron pin marking the Southeast corner of Government Lot 4, of said Section 30; thence North 00°21'09" East along the East line of Government Lot 4 and Government Lot 3 of said Section 30, 2595.23 feet to a 5/8 inch iron pin on the Westerly line of Highway 427; thence North 05°32'32" West along the Westerly line of said Highway 427, 3377.02 feet to a 5/8 inch iron pin in the center of a road as said point is described in Deed Volume 358 page 471; thence Westerly along the line described in Deed Volume 358 at page 471 the following bearings and distances: South 60°36'37" West 1799.44 feet, South 83°51'34" West 869.25 feet, North 85°16'31" West 420.66 feet, South 69°16'28" West 339.99 feet, South 52°04'22" West 307.99 feet, South 28°50' 12" West 134.01 feet, South 43°40'20" West 224.00 feet, South 29°27'04" West 201.00 feet, South 04°07'38" East 42.10 feet, South 23°32'52" East 415.26 feet, more or less, to the mean high water line of the Wood River; thence Southerly along the mean high water line of said Wood River to the point of beginning.

Parcel 5

ALSO, all that portion of the SE1/4 of the SW1/4 of Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of the Westerly right of way line of Oregon State Highway No. 62.

EXHIBIT C
(Legal Description and Map of Easement Area)

An area of land in the Southeast quarter of Section 13, Township 34 South, Range 7.5 East, and the Southwest quarter of Section 18, Township 34 South, Range 7 East, Willamette Meridian, Klamath County, Oregon. A 60 foot strip of land lying 30 feet on each side of the following described centerline:

Beginning at the Northeast corner of Parcel 1 of Land Partition 5-12; thence leaving said North line along the East line of said Parcel, South $11^{\circ}33'38''$ East 30.12 feet to the True Point of Beginning; thence leaving said East line, South $83^{\circ}34'55''$ West 68.23 feet; thence 65.42 feet along a 200.00 foot radius curve to the left, the long chord of which bears South $74^{\circ}12'41''$ West 65.13 feet; thence 78.73 feet along a 100.00 foot radius curve to the right, the long chord of which bears South $87^{\circ}23'43''$ West 76.71 feet; thence 86.88 feet along a 150.00 foot radius curve to the left, the long chord of which bears North $86^{\circ}38'36''$ West 85.67 feet; thence 193.01 feet along a 450.00 foot radius curve to the right, the long chord of which bears South $89^{\circ}03'04''$ West 191.53 feet; thence 203.90 feet along a 500.00 foot radius curve to the left, the long chord of which bears South $89^{\circ}39'22''$ West 202.49 feet; thence 42.06 feet along a 200.00 foot radius curve to the right, the long chord of which bears South $83^{\circ}59'55''$ West 41.99 feet; thence 59.49 feet along a 300.00 foot radius curve to the left, the long chord of which bears South $84^{\circ}20'33''$ West 59.40 feet; thence 85.79 feet along a 200.00 foot radius curve to the right, the long chord of which bears North $89^{\circ}03'00''$ West 85.13 feet; thence 45.43 feet along a 200.00 foot radius curve to the left, the long chord of which bears North $83^{\circ}16'10''$ West 45.34 feet; thence North $89^{\circ}53'09''$ West 246.77 feet more or less to the West end of Evelyn Lane.

Together with a 30 foot strip of land lying 15 feet on each side of the following described centerline:

Beginning at the West end of Evelyn Lane; thence North $89^{\circ}43'34''$ West 149.51 feet; thence South $02^{\circ}11'26''$ East 332.04 feet more or less to the centerline of Agency Creek.

Also together with a 30 foot strip of land lying 15 feet on each side of the following described centerline:

Beginning at the West end of Evelyn Lane; thence North $89^{\circ}43'34''$ West 149.51 feet; thence North $79^{\circ}11'23''$ West 333.59 feet; thence North $50^{\circ}49'52''$ West 384.67 feet; thence North $47^{\circ}35'50''$ West 212.93 feet more or less to the centerline of Crooked Creek.

Exhibit C

Map

