



00260841202000075240030035

06/19/2020 12:13:55 PM

Fee: \$92.00

After recording, return to:

Albertazzi Law Firm  
 Attn. Anthony V. Albertazzi  
 296 SW Columbia St. Ste. B  
 Bend, OR 97702

### Easement Agreement

This Easement Agreement (this "Agreement") is made between Garry Journey and Terry Journey, husband and wife ("Journey") and Steven H. Olberg ("Olberg") effective this 15<sup>th</sup> day of June, 2020.

### Recitals

1. Olberg owns certain real property located in Klamath County, Oregon, more particularly described on the attached **Exhibit A** (the "Olberg Property").
2. Journey owns certain real property in Klamath County, Oregon, more particularly described on the attached **Exhibit B** (the "Journey Property").
3. The Journey Property is used for commercial purposes and is open to the public. The Journey Property is also used for residential purposes.
4. Olberg and Journey are each referred to as an "Owner" and collectively as the "Owners" in this Agreement.
5. The Olberg Property, Journey Property and any properties created from the foregoing properties are each a "Property" and collectively, the "Properties".
6. Journey has been using an access road on the Olberg Property to access the Journey Property (the "Easement Property"). No formal easement agreement has been made or recorded. The legal description of the Easement Property is attached as **Exhibit C**.
7. Journey and Olberg desire to establish and record a formal easement for themselves and their successors in interest subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

8. **Grant of Easement.** Olberg grants an easement in the Easement Property to Journey. Journey may use the Easement Property for ingress and egress to the Journey Property. This permission extends to members of the public who are allowed by Journey to use the Easement Property.
9. **Damage by an Owner.** Notwithstanding anything herein to the contrary, an Owner will be solely responsible for repairing any damage to the Easement Property caused by the Owner or the Owner's guests or invitees.
10. **Reservation of Rights to Use Access Easement.** Olberg and Journey each retain the right, as long as exercise of each retained rights are not incompatible with use of the Easement Area by the other Permitted Users: (a) use the Easement Area on their respective properties; and (b) permit others to utilize the Easement Area on their respective properties.
7. **No Further Rights; Non-Interference.** This Agreement does not provide any Owner with any additional rights to the Easement Property beyond that contained in this Agreement.
8. **Agreement Runs with the Land.** This Agreement will run with the land as to the Olberg Property and the Journey Property. References in this Agreement to an Owner will refer to the then current owner of record of the applicable Property.
10. **Attorney Fees.** In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the US Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or

enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing party will be entitled to recover from the losing party its reasonable attorneys', paralegals', accountants' and other experts' fees and all other fees, costs and expenses actually incurred and reasonable necessary in connection therewith. In the event of suit, action, arbitration, or other proceeding, the amount thereof will be determined by the judge or arbitrator, will include fees and expenses incurred on any appeal or review, and will be in addition to all other amounts provided by law.

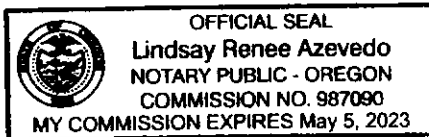
11. **Severability.** If any term or provision of this Agreement, to any extent, is held invalid or unenforceable, the remaining terms and provisions of this Agreement will not be affected thereby, and each remaining term and provision will be valid and enforced to the fullest extent permitted by law.
12. **Waiver.** No waiver of any breach of any of the agreements contained herein will be construed as, or constitute, a waiver of any other breach or waiver, acquiescence in, or consent to any further or succeeding breach.
13. **Authority.** Each person who is signing below represents that he or she has the sole authority to enter into this Agreement and be bound by it.

Garry L. Journey  
Garry L. Journey

Terry D. Journey  
Terry D. Journey

STATE OF OREGON, County of Deschutes ) s.s.

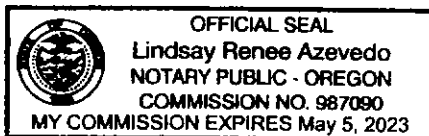
This instrument was acknowledged / subscribed and sworn before me on June 15, 2020 by Garry L. Journey.



Lindsay Renee Azevedo  
Notary Public for Oregon  
My Commission Expires: 5/5/2023

STATE OF OREGON, County of Deschutes ) s.s.

This instrument was acknowledged / subscribed and sworn before me on June 15, 2020 by Terry D. Journey.



Lindsay Renee Azevedo  
Notary Public for Oregon  
My Commission Expires: 5/5/2023

Steven H. Olberg  
Steven H. Olberg

STATE OF OREGON, County of WASHINGTON ) s.s.

This instrument was acknowledged / subscribed and sworn before me on MAY 27, 2020 by Steven H. Olberg.



Chase Heberling  
Notary Public for Oregon  
My Commission Expires: 08/23/2022

**Exhibit A  
Olberg Property**

TWP 24 RNGE 8, BLOCK SEC 36, TRACT POR S2N2, ACRES 80.00 & TWP 24 RNGE 8, BLOCK SEC 36, TRACT POR S2NE4  
W OF RALWY, ACRES 36.22

**Exhibit B  
Journey Property**

A parcel of land situation in the SW1/4 of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

The NE1/4 of the SW1/4 of said section 36. EXCEPTING the Southerly 400 feet thereof and excepting that portion lying within the right of way of the Klamath Northern Railroad.

Tax Account Number: 2408 03600 01400

**Exhibit C  
Easement Property**

A portion of land in Section 36 Township 24S R08E Willamette Meridian as follows:

A 30 foot wide right area along the south boundary of Lot 800 at a point beginning at the southeast side of the Northern Klamath Railroad right of way (Riverview Street), then westerly 900 feet to the NE corner of Lot 1400, then extending westerly an additional 50 feet onto Lot 900, then extending northerly 30 feet. then extending easterly 950 feet then extending southerly to the point of beginning.

Map 240836A Lot 800 and Lot 900