

RETURN TO:

Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

Grantor:

Pope Ranch Properties, LLC
P.O. Box 800
Merrill, OR 97633

Grantees:

Christopher L. McKoen and Lorelee W. McKoen
P.O. Box 52
Merrill, OR 97633

EASEMENT

THIS AGREEMENT, made and entered into this 31 day of March, 2021, by and between Pope Ranch Properties, LLC, an Oregon limited liability company, whose address is P.O. Box 800, Merrill, OR 97633, hereinafter called Grantor, and Christopher L. McKoen and Lorelee W. McKoen, tenants by the entirety, whose address is P.O. Box 52, Merrill, OR 97633, hereinafter called Grantees:

WITNESSETH

WHEREAS, Grantor is the record owner of the real property in Klamath County, State of Oregon, described on the attached Exhibit A, and has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor, more particularly described and delineated on the attached Exhibit B.

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and invitees shall use the easement for road purposes only, for access to the property described on the attached Exhibit C, and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.
2. Grantor reserves the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others, however, in case of conflict, Grantor's right of use shall be dominant.
3. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantor may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original easement. Such amendment of the description shall be effective whether or not signed by Grantees, but Grantees shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.
4. Grantees agree to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantor shall have no liability to Grantees or others for any condition existing thereon.

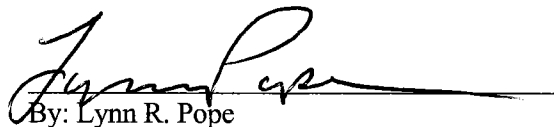
5. This easement is appurtenant and for the benefit of the real property owned by Grantees and described on the attached Exhibit C.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantor and Grantees, their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

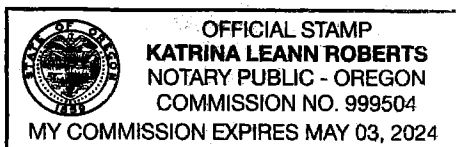
IN WITNESS THEREOF, the parties have caused this instrument to be executed this 31st day of March, 2021.

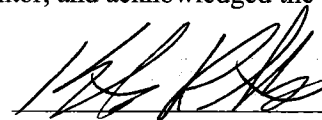
POPE RANCH PROPERTIES, LLC

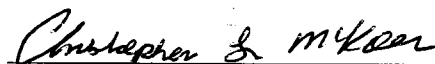

By: Lynn R. Pope
Its: Authorized Member
Grantor


STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 31st day of March, 2021, the above-named Lynn R. Pope, Authorized Member of Pope Ranch Properties, LLC, Grantor, and acknowledged the foregoing instrument to be his voluntary act and deed.



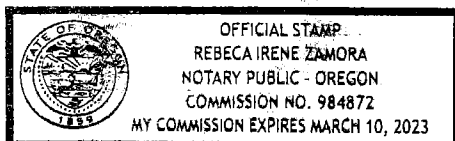

Notary Public for Oregon
My commission expires: 5/31/24


Christopher L. McKoen


Lorelee W. McKoen

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 31 day of March, 2021, the above-named Christopher L. McKoen and Lorelee W. McKoen, Grantees, and acknowledged the foregoing instrument to be their voluntary act and deed.



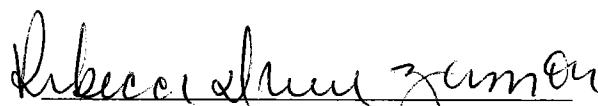

Notary Public for Oregon
My commission expires: March 10, 2023

EXHIBIT A

Parcel 2 of Land Partition 01-13 situated in the NE ¼ SE ¼ of Section 4, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, recorded on August 5, 2013 in Volume 2013-008849, Microfilm Records of Klamath County, Oregon.

EXHIBIT B

Southerly 20' of Parcel 2 of Land Partition 01-13 situated in the NE ¼ SE ¼ of Section 4, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, recorded on August 5, 2013 in Volume 2013-008849, Microfilm Records of Klamath County, Oregon.

EXHIBIT C

Parcel A:

Parcel 1 of Land Partition 01-13 situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 41 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, recorded on August 5, 2013 in Volume 2013-008849, Microfilm Records of Klamath County, Oregon.