

RETURN TO: Brandsness, Brandsness & Rudd, P.C. 411 Pine Street Klamath Falls, OR 97601	MAIL TAX STATEMENTS: Farmer Johnson, LLC. 16667 Hill Road Klamath Falls, OR 97603
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2021-005927
Klamath County, Oregon
04/20/2021 09:14:00 AM
Fee: \$97.00

DATE: ~~March~~ April 15, 2021.

PARTIES:

Farmer Johnson, LLC
A Washington Limited Liability Company
1884 Blue Sky Circle
Happy Jack, AZ 86024

"Owner"

And

John and Nancy Dey
17356 Hill Road
Klamath Falls, OR 97603

"Licensee"

**NONEXCLUSIVE LICENSE AGREEMENT
FOR INGRESS AND EGRESS**

RECITALS:

A. Owner owns real property civilly described as 16667 Hill Rd., Klamath Falls, Oregon and more particularly described as:

See attached Exhibit A.

B. Licensee desires access to a family cemetery located on property located in the SE1/4 SE1/4 of Section 16, Township 40 South, Range 10 East, Willamette Meridian.

C. There exists on Owner's property a paved driveway from Hill Road to the residence at the north end of Section 21. There exists a dirt/gravel road leaving the paved driveway at a point South of the residence then travels counterclockwise around the residence to a cemetery located northwesterly of the residence.

D. Owner grants to Licensee a license to travel across Owner's property to access the cemetery.

LICENSE AGREEMENT:

1. Grant of License. For valuable consideration in the sum of \$10 or garlic from *John's Garden*, Owner grants to Licensee a nonexclusive license for ingress and egress through the Owner's real property along the path described in Recital C, from Hill Road to the cemetery, under the terms and conditions set forth in this Agreement.

2. Irrevocability of Agreement. This License is irrevocable by Owner except it automatically terminates:

- (1) If another road is created to access the cemetery;
- (2) Licensee breaches the terms of this Agreement; or
- (3) The Cemetery is no longer used as a cemetery.

3. Indemnification. Licensee shall indemnify and defend Owner from, and reimburse Owner for, any cost, claim, loss or liability suffered directly or from a third-party claim arising out of or related to any activity of Licensee concerning this Agreement, including any such cost, claim, loss, or liability that may be caused or contributed to in whole or in part by Owner's own negligence or failure to effect any repair or maintenance to Owner's real property, and including without limitation any cost, claim, loss or liability suffered directly or from a third-party claim for damage to Licensee's real property or any other persons or property. Owner shall have no liability to Licensee for any injury, loss, or damage caused by third parties or by any condition of the real property.

4. Assignment. This grant of License is personal to the Licensee. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by Licensee.

5. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement. Nothing in this Agreement shall prevent John and Nancy Dey from being accompanied by others when using the license for the purposes intended.

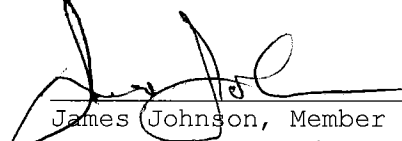
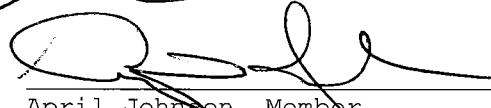
6. Restrictions on Use. Licensee will use this License in daylight hours only. Licensee shall not permit heavy equipment on the driveway that could damage the driveway. Licensee shall not use the driveway on 16667 Hill Road, Klamath Falls, Oregon, further north than the intersection of dirt/gravel road. Owner at Owners' expense may change the location of the driveway and/or the gravel/dirt road.



7. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.

OWNER: Farmer Johnson, LLC

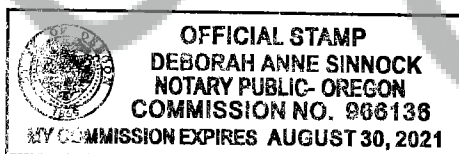
LICENSEE:

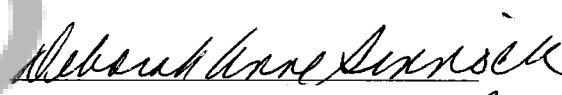

James Johnson, Member

April Johnson, Member


John Dey

Nancy Dey

STATE OF OREGON)
) ss
County of Klamath)

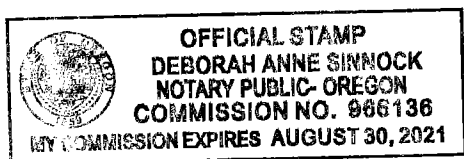
Personally appeared before me this 15th day of April, 2021, the above-named, James Johnson and April Johnson, Members of Farmer Johnson, LLC. and acknowledge the foregoing instrument to be their voluntary act.

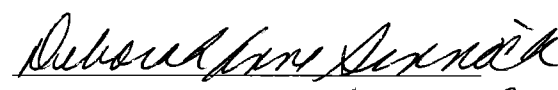



Notary Public for Klamath Co.
My commission expires 8-30-21

STATE OF OREGON)
) ss
County of Klamath)

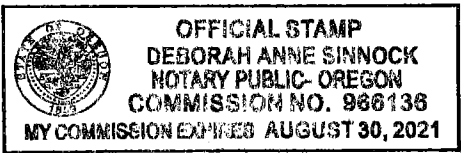
Personally appeared before me this 19th day of April, 2021, the above-named, John Dey and acknowledge the foregoing instrument to be his voluntary act.




Notary Public for Klamath Co.
My commission expires 8-30-21

STATE OF OREGON)
) ss
County of Klamath)

Personally appeared before me this 19th day of April, 2021, the above-named, Nancy Dey, and acknowledge the foregoing instrument to be her voluntary act.



Deborah Anne Sinnock

Notary Public for Klamath Co

My commission expires 8-30-21

Unofficial Copy

EXHIBIT A

An area of land in the Southeast 1/4 of Section 16, and the East 1/2 of Section 21, Township 40 South, Range 10 East, Willamette Meridian, Klamath County, Oregon. A portion of the land described in Deed Document No. 2020-013385. Being more particularly described as follows:


The East 1/2 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4, excepting therefrom that portion of said Northeast 1/4 of the Southeast 1/4 lying south of the established County Road running Northwesterly and Southeasterly across said Northeast 1/4 of the Southeast 1/4 of Section 21, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Together with the following:

Beginning at a 5/8" iron rod marking the Southeast corner of said Section 16; thence North 02°18'24" East 1319.49 feet along the East section line of said section to a 5/8" iron rod marking the South 1/16th corner, also being the Northeast corner of said Parcel 3; thence leaving said East section line, and continuing along the North line of said Parcel 3, North 89°25'20" West 1011.25 feet to a 5/8" iron rod; thence leaving said North line, South 00°00'00" East 1237.75 feet to a 5/8" iron rod; thence North 89°33'30" West 344.46 feet to a 5/8" iron rod on the West line of said Parcel 3; thence along said West line South 01°21'14" West 83.49 feet to a 5/8" iron rod on the South section line of said Section 16; thence along said section line South 89°33'30" East 1304.55 feet to the point of beginning.

Containing 127.5 acres, more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR


OREGON
JULY 11, 2019
ANDREW A. PAUL
84952

EXPIRES: 12/31/22