

2022-001916
Klamath County, Oregon



02/14/2022 04:00:00 PM

Fee: \$112.00

RETURN TO:
Michael D. Moser
P.O. Box 1827
Klamath Falls, OR 97601

Grantor:
Basin Mediactive, LLC
404 Main Street, Ste 4
Klamath Falls, OR 97601

Grantee:
Michael D. Moser and
Tracie L. Moser
P.O. Box 1827
Klamath Falls, OR 97601

Returned at Counter

EASEMENT

THIS AGREEMENT, made and entered into this 17 day of JANUARY, 202²X, by and between Basin Mediactive, LLC, an Oregon limited liability company, whose address is 404 Main Street, Suite 4, Klamath Falls, OR 97601, hereinafter called Grantor, and Michael D. Moser and Tracie L. Moser, husband and wife, whose address is 1900 Cypress Avenue, Klamath Falls, OR 97601 and mailing address is P.O. Box 1827, Klamath Falls, OR 97601, hereinafter called Grantees:

WITNESSETH

WHEREAS, Grantor is the record owner of real property in Klamath County, State of Oregon, legally described on the attached Exhibit A, and have 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, and more particularly described 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 residential property described on the attached Exhibit C and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.
2. Grantor reserve 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 parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantor' right of use shall be dominant.
3. Grantor reserve 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. Grantees shall be responsible and pay for the snow removal upon the road for the purpose of accessing Grantees' property.

6. Grantees' shall keep the gate at the entrance to the easement road locked at all time. Each party shall cooperate with the other in providing either keys to the lock or the combination thereto.

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

8. 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.

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

10. **Miscellaneous.**

10.1 This Agreement may be amended only by an instrument in writing executed by all the parties.

10.2 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

10.3 Electronic and Facsimile Signatures. Electronic and facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission (including pdf or any electronic signature complying with the U.S. Federal E-Sign Act of 2000, e.g. www.codusign.com). Such delivery will be the same as delivery of an original. At the request of any party, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

10.4 Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

10.5 Waiver. Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

10.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

10.7 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

10.8 Injunctive and Other Equitable Relief. The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief,

EXHIBIT 'A'

Beginning at the Southeast corner of Section 31, Township 38 South, Range 9 East of the Willamette Meridian; thence South $89^{\circ} 4'$ West 380 feet; thence North $0^{\circ} 49'$ West a distance of 147.5 feet, more or less, to the intersection of the extension of the Northerly line of Lot 3, Block 5 WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence Westerly along the course of the Northerly line of said Lot 3, 146.6 feet, more or less, to the Northwest corner of said Lot 3, Block 5; thence Northerly 45 feet, more or less, to the Southwest corner of Lot 5 of said Block 5; thence Easterly along the Southerly line of lot 5 of said Block 5, 146.6 feet; thence North 49° West to the Southerly line of Henrietta Street;

thence Easterly along the Southerly line of Henrietta Street to the section line between Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence Southerly along said section line to the point of beginning, being vacated Blocks 1 and 4 and Lot 4 of Block 5 WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, and those portions of Armour Avenue, Seymour Avenue and Pasadena Avenue accruing to said blocks and lot by reason of such vacation.

Beginning on the section line between Section 31, Township 38 South, Range 9 East of the Willamette Meridian and Section 6, Township 39 South, Range 9 East of the Willamette Meridian at a point $89^{\circ} 41'$ West 586.6 feet from the Southeast corner of said Section 31; thence Northerly along the Westerly line of Inez Avenue WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, to the Southwest corner of the intersection of said Inez Avenue and Henrietta Street; thence Westerly along the Southerly line of Henrietta Street 280 feet; thence Southerly and parallel with the Easterly line of Inez Avenue 135 feet to the Northwest corner of Lot 3, Block 10, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence Easterly along the course of the Northerly line of said Lot 3, 140 feet to a point; thence Southerly and parallel with the Easterly side of said Lot 3, 45 feet to a point; thence Westerly and along the course of the Southerly line of Lot 3 of said Block 10, 200 feet to a point on the Westerly line of Roy Avenue, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence Northerly along the Westerly line of said Roy Avenue to the intersection of the South line of Henrietta Street; thence Westerly along the Southerly line of Henrietta Street 290 feet to a point; thence Southerly and parallel with the Easterly line of Lot 5 and 6, Block 20, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, 90 feet to a point; thence Westerly and along the course of the Southerly line of said Lot 5, Block 20 to the Southwest corner thereof; thence Southerly to the Northwest corner of Lot 2, Block 20 WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence Easterly along the course of the Northerly line of said Lot 2, 129.5 feet to a point; thence Southerly and parallel to the Easterly line of Lots 1 and 2, Block 20, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, to the Section line between Section 31, Township 38 South, Range 9 East of the Willamette Meridian, and Section 6, Township 39 South, Range 9 East of the Willamette Meridian; thence Easterly along said Section line to the point of beginning, being vacated Blocks 9, 14 and 15 and Lots 1, 2, 4, 3 and 6, Block 10 and Lots 3 and 4, Block 20 WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, and the portions of Estella Avenue, Roy Avenue, Carroll Avenue and Robbins Avenue accruing thereto by reason of such vacation.

Beginning at the Northwest corner of the intersection of Henrietta Street and Armour Avenue in WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, thence Westerly along the Northerly line of Henrietta Street, 1281.9 feet, more or less, to the Southwest corner of the vacated Lot 1, Block 19, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence Northerly 873.9 feet to the Southerly line of Bridge Street, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence North 89° East 115 feet; thence Southerly and along the Westerly line of Robbins Avenue 182.9 feet to a point; thence Easterly and along the course of the Southerly line of Lot 8, Block 17, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, 160 feet, more or less, to the Southeast corner of said Lot 8; thence Southerly along the Westerly line of Lot 1, said Block 17 to the Southerly corner thereof; thence North 89° East to a point on the Easterly line of Roy Avenue, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence Northerly along the Easterly line of said Roy Avenue to its intersection with the Northerly line of Bridge Street, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon; thence North 89° East 340 feet to a point; thence South $0^{\circ} 49'$ East 465 feet; thence North 89° East 466.6 feet to a point on the Westerly line of Armour Avenue; thence Southerly along the Westerly line of Armour Avenue 465 feet, more or less, to the point of beginning, being vacated Blocks 2, 3, 6, 8, 11, 13, 16, 19, 18, 12 and 7 and Lots 9 and 12, Block 17, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon, and the portions of Seymour Avenue, Pasadena Avenue, Inez Avenue, Estella Avenue, Roy Avenue, Carroll Avenue, Robbins Avenue, Chittenden Street, Westlake Boulevard and Bridge Street accruing thereto by reason of said vacation.

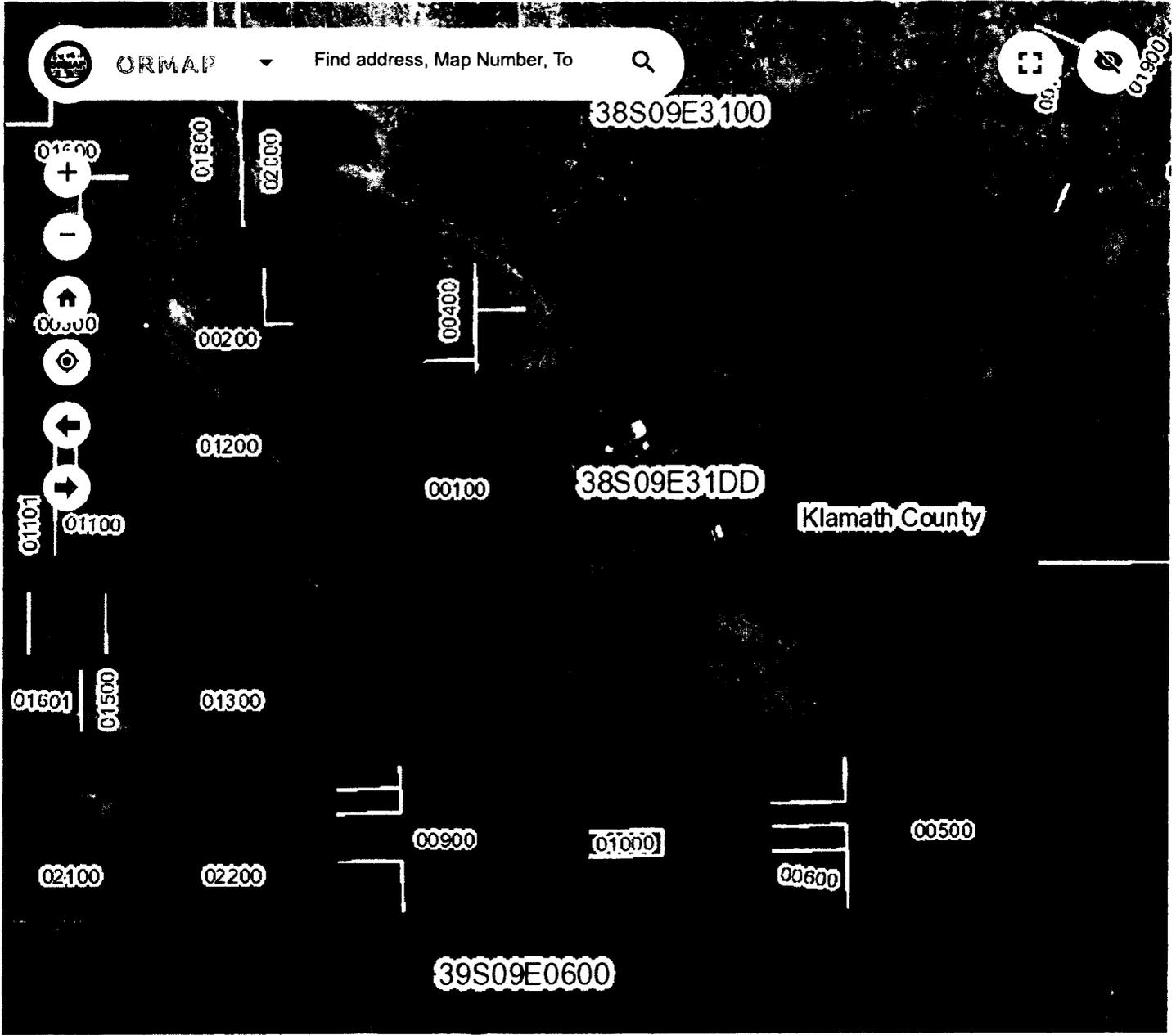
Beginning at the Southeast corner of Lot 2, Block 1, CARROLL'S ADDITION to the City of Klamath Falls, Oregon; thence Southerly along the Westerly line of Armour Avenue of said CARROLL'S ADDITION to the City of Klamath Falls, Oregon, 45 feet to a point; thence South 89° West 466.6 feet to a point; thence North $0^{\circ} 49'$ West, 465 feet to a point; thence North 89° East, 326.6 feet, more or less, to the Easterly Section line of Section 31, Township 39 South, Range 9 East of the Willamette Meridian; thence South 49° East, 330 feet; thence Westerly and along the course of the Northerly line of Lot 3, Block 1, CARROLL'S ADDITION to the City of Klamath Falls, Oregon, to the Northwest corner of said Lot 3; thence Southerly and along the Westerly line of Lots 2 and 3 of said Block 1, CARROLL'S ADDITION to the City of Klamath Falls, Oregon, 90 feet, more or less, to the Southwesterly corner of Lot 2 of said Block 1; thence Easterly along the Southerly line of said Lot 2, Block 1, CARROLL'S ADDITION to the City of Klamath Falls, Oregon, 115 feet, more or less, to the point of beginning, being vacated Blocks 2 and 3, and Lots 1, 4, 5, 6, 7, 8 and 9 of Block 1, CARROLL'S ADDITION to the City of Klamath Falls, Oregon, and those portions of Armour Avenue, Seymour Avenue, Pasadena Avenue and Bridge Street accruing thereto by reason of said vacation, and Lots 3 and 4, Block 17, WESTLAKE PARK ADDITION to the City of Klamath Falls, Oregon.

Lots 2 and 3, Block 1, CARROLL'S ADDITION to the City of Klamath Falls, Oregon, according to the duly recorded plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXHIBIT B

An area of land in the Southeast quarter of Section 31, Township 38 South, Range 09 East, Willamette Meridian. Being more particularly described as follows:

An area of land being 30.00 feet of even width, being 15.00 feet either side of the following described centerline: Beginning at a 3.25" aluminum cap marking the Southeast corner of Section 31, which bears South 89°21'03" East 2631.80 feet from a 2.5" brass cap marking the South ¼ corner of said Section 31; thence North 06°14'37" West 1510.26 feet to point of curvature; thence 216.67 feet more or less along a 650 foot radius curve to the left, the long chord of which bears South 02°11'41" West 215.67 feet to a point on the North line of the land described in Klamath County Deed Document no. 2017-013184 **and the true point of beginning**; thence continuing 154.87 feet along said 650 foot radius curve to the left, the long chord of which bears South 14°10'48" East 154.50 feet; thence South 21°00'20" East 136.21 feet; thence 101.12 feet along a 41.00 foot radius curve to the right, the long chord of which bears South 49°39'8" East 77.37 feet; thence North 59°41'25" West 83.93 feet; thence 117.17 feet along a 250.00 foot radius curve to the left, the long chord of which bears North 73°07'01" West 116.10 feet; thence North 86°32'38" West 117.18 feet; thence 68.21 feet along a 120.00 foot radius curve to the right, the long chord of which bears North 70°15'37" West 67.29 feet; thence North 53°58'36" West 109.65 feet; thence 39.80 feet along a 100.00 foot radius curve to the left, the long chord of which bears North 65°22'47" West 39.54 feet; thence North 76°46'58" West 134.53 feet; thence 143.09 feet along a 110.00 foot radius curve to the left, the long chord of which bears South 62°38'46" West 143.09 feet; thence South 22°04'30" West 63.21 feet; thence 38.10 feet along a 60.00 foot radius curve to the right, the long chord of which bears South 40°15'53" West 37.46 feet; thence South 58°27'17" West 282.44 feet; thence 179.78 feet more or less along a 400.00 foot radius curve to the left, the long chord of which bears South 45°34'44" West 178.27 feet to a point on the West line of said deed record, which bears North 60°07'44" West 1507.63 feet from said 3.25" aluminum cap.



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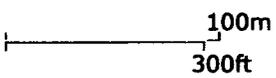


EXHIBIT C

The S1/2 of the SE1/4 of the SW1/4 of Section 31, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.