

2023-002783

Klamath County, Oregon



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Fee: \$92.00

AFTER RECORDING RETURN TO:

Parks & Ratliff, P.C.
620 Main Street
Klamath Falls, OR 97601

BETWEEN:

Edwin J. Stastny, Jr., Trustee of the
Edwin J. Stastny and Diana F. Stastny
Revocable Living Trust, uad 10-30-19
32121 Hwy 50
Malin, OR 97632

AND:

R&C AG, L.L.C.
30083 Pickett Road
Malin, OR 97632

EASEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2023, by and between EDWIN J. STASTNY, JR., T RUSTEE OF THE EDWIN J. STASTNY AND DIANA F. STASTNY REVOCABLE LIVING TRUST, uad 10-30-19, hereinafter called the first party, and R&C AG, L.L.C., an Oregon Limited Liability Company, hereinafter called second party;

WITNESSETH:

WHEREAS, first party is the record owner of the following described real property in Klamath County, State of Oregon (hereinafter "Parcel A"), to-wit:

The N1/2 of NE1/4 and SE1/4 of NE1/4 of Section 32, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Subject to: Easement and rights of way of record or apparent on the land; all contracts, water rights, proceedings, taxes and assessment relating to irrigation, drainage or reclamation purposes; special assessment of said land as farm land.

Property ID Nos.: 628182, 628208, 628217

Map Tax Lot Nos.: 4012-03200-00200; 4012-03200-00100; 4012-03200-00700

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; and the second party is the record owner of the following described real property in Klamath County, State of Oregon (hereinafter "Parcel B"), to-wit:

The SE1/4 of the SE1/4 of Section 29, Township 40 South, Range 12 East of the Willamette Meridian.

Property ID No.: 627799

Tax Map Lot No.: 4012-02900-01200

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NOW, THEREFORE, in view of the premises and for good and valuable consideration, it is hereby agreed:

First party hereby grants, assigns and sets over to second party a non-exclusive easement, to-wit:

A strip of land 12 feet in width, running in a generally North-South direction from the existing roadway known as Pickett Road, over and across the Eastern-most portion of the E1/2NE1/4 of Section 32, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, to the Southeast boundary line of the SE1/4SE1/4 of Section 29, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon; said easement following the route of an existing roadway from Pickett Road to the North-South common boundary line of Parcels A and B.

Second party shall have all rights of ingress and egress from and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above-described property identified as Parcel A.

The second party agrees to save and hold the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

This easement shall be a perpetual, non-exclusive, and permanent easement and shall run with the land.

During the existence of this easement, maintenance of the easement and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of both parties, share and share alike.

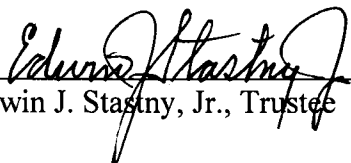
During the existence of this easement, holders of an interest in the easement who are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

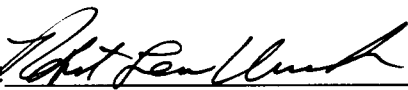
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IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on the day and year first above written.

EDWIN J. STRASTNY AND
DIANA F. STASTNY REVOCABLE
LIVING TRUST, uad 10-30-19

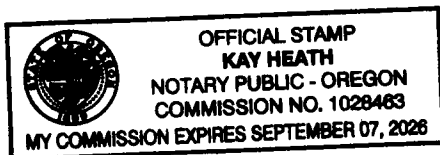

Edwin J. Stastny, Jr., Trustee

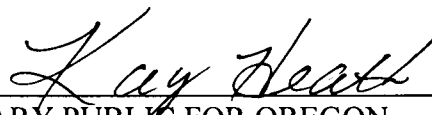
R&C AG, L.L.C., an Oregon
Limited Liability Company

By: 
Robert Len Unruh, Manager

STATE OF OREGON; County of Klamath) ss.

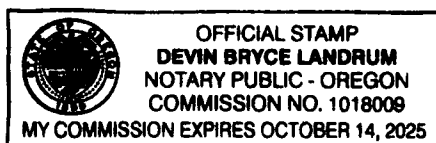
THE FOREGOING EASEMENT WAS ACKNOWLEDGED BEFORE ME this 11th day of April, 2023 by Edwin J. Stastny, Jr., as Trustee of the Edwin J. Stastny and Diana F. Stastny Revocable Living Trust, uad 10-30-19.

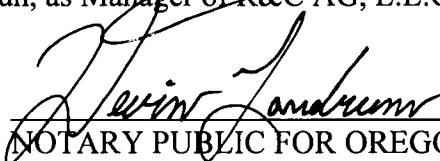



NOTARY PUBLIC FOR OREGON
My Commission expires: 9-7-2026

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING EASEMENT WAS ACKNOWLEDGED BEFORE ME this 13th day of April, 2023, by Robert Len Unruh, as Manager of R&C AG, L.L.C.




NOTARY PUBLIC FOR OREGON
My Commission expires: 10-14-25