

RETURN TO:  
AmeriTitle, LLC  
300 Klamath Avenue  
Klamath Falls, OR 97601

**Grantors:**

John M. Russell, Trustee of the  
John M. Russell Living Trust  
6106 N 31<sup>st</sup> Way  
Phoenix, AZ 85016

Anna Russell, Trustee of the  
John Russell Weavers Needle Trust  
6106 N 31<sup>st</sup> Way  
Phoenix, AZ 85016

**Grantee:**

Hammerich, Inc.  
28989 Casebeer Road  
Bonanza, OR 97623

**EASEMENT**

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of August, 2023, by and between John M. Russell, Trustee of the John M. Russell Living Trust dated October 18, 2019 and Anna Russell, Trustee of the John Russell Weavers Needle Trust UDT December 2011, hereinafter called Grantors, and Hammerich, Inc. an Oregon corporation, hereinafter called Grantee:

**WITNESSETH**

WHEREAS, Grantors are the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

Parcel 1 of LP 14-16, being a replat of Parcel 1 and 2 of Land Partition 76-05, situated in the W1/2 W1/2 of Section 3 and E1/2 E1/2 of Section 4, T. 39 S., R. 11 E., W.M., Klamath County, Oregon recorded March 15, 2017 as Instrument No. 2017-002732.

and have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey to Grantee, its heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as a private road commonly known as Horsefly Lane, as depicted on Land Partition 14-16, attached hereto and incorporated herein as Exhibit A.

The terms of this easement are as follows:

**AMERITITLE has recorded this instrument by request as an accommodation and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.**

1. Grantee, its agents, independent contractors, and invitees shall use the easement for road purposes only, for access to the property described on the attached Exhibit B and in conjunction with such use may construct, reconstruct, maintain, and repair a road thereon.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantors 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, Grantors' right of use shall be dominant.

3. Grantors 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, Grantors may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original easement. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantors.

4. Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of their use of the easement and Grantors shall have no liability to Grantee or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the real property owned by Grantee and described in the attached Exhibit B.

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

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

8. **Miscellaneous.**

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

8.2 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.

8.3 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](http://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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

8.9 Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

8.10 Severability. If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 15<sup>th</sup> day of August, 2023

  
\_\_\_\_\_  
John M. Russell, Trustee of the John M. Russell  
Living Trust dated October 18, 2019, Grantor

STATE OF OREGON )  
                                  ) ss.  
County of Klamath )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named John M. Russell, Trustee of the John M. Russell Living Trust dated October 18, 2019, Grantor, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

see attached certificate  
for Notary.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Monterey

On August 15, 2023 before me, Madelyn Hailey Ortega, Public (Notary)  
(insert name and title of the officer)

personally appeared John M. Russell  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

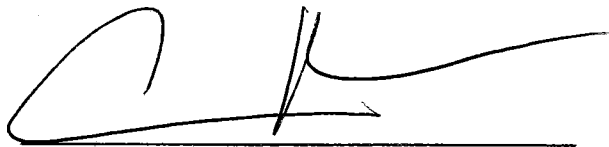
Signature

Madelyn Ortega

(Seal)



Attached to "Easement"



Anna Russell, Trustee of the John Russell Weavers  
Needle Trust UTD December 2011, Grantor

STATE OF OREGON )  
                                  ) ss.  
County of Klamath )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Anna Russell, John Russell Weavers Needle Trust UDT December 2011, Grantor, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

*see attached certificate  
for Notary.*

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

**HAMMERICH, INC. (Grantee)**

\_\_\_\_\_  
By: Walter P. Hammerich  
Its: President

STATE OF OREGON )  
                                  ) ss.  
County of Klamath )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Walter P. Hammerich, President, of Hammerich, Inc., Grantee, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Monterey

On August 15, 2023 before me, Madelyn Hailey Ortega, Notary Public  
(insert name and title of the officer)

personally appeared Anna Russell  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

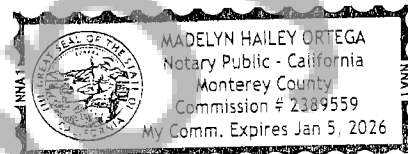
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Madelyn Ortega

(Seal)



Attached to "Easement"

Anna Russell, Trustee of the John Russell Weavers  
Needle Trust UTD December 2011, Grantor

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2023, the above-named Anna Russell, John Russell Weavers Needle Trust UTD December 2011, Grantor, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

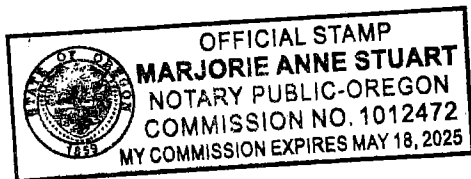
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

HAMMERICH, INC. (Grantee)

*Walter P. Hammerich Pres*  
\* By: Walter P. Hammerich  
Its: President

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Personally appeared before me this 15<sup>th</sup> day of Aug, 2023, the above-named Walter P. Hammerich, President, of Hammerich, Inc., Grantee, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

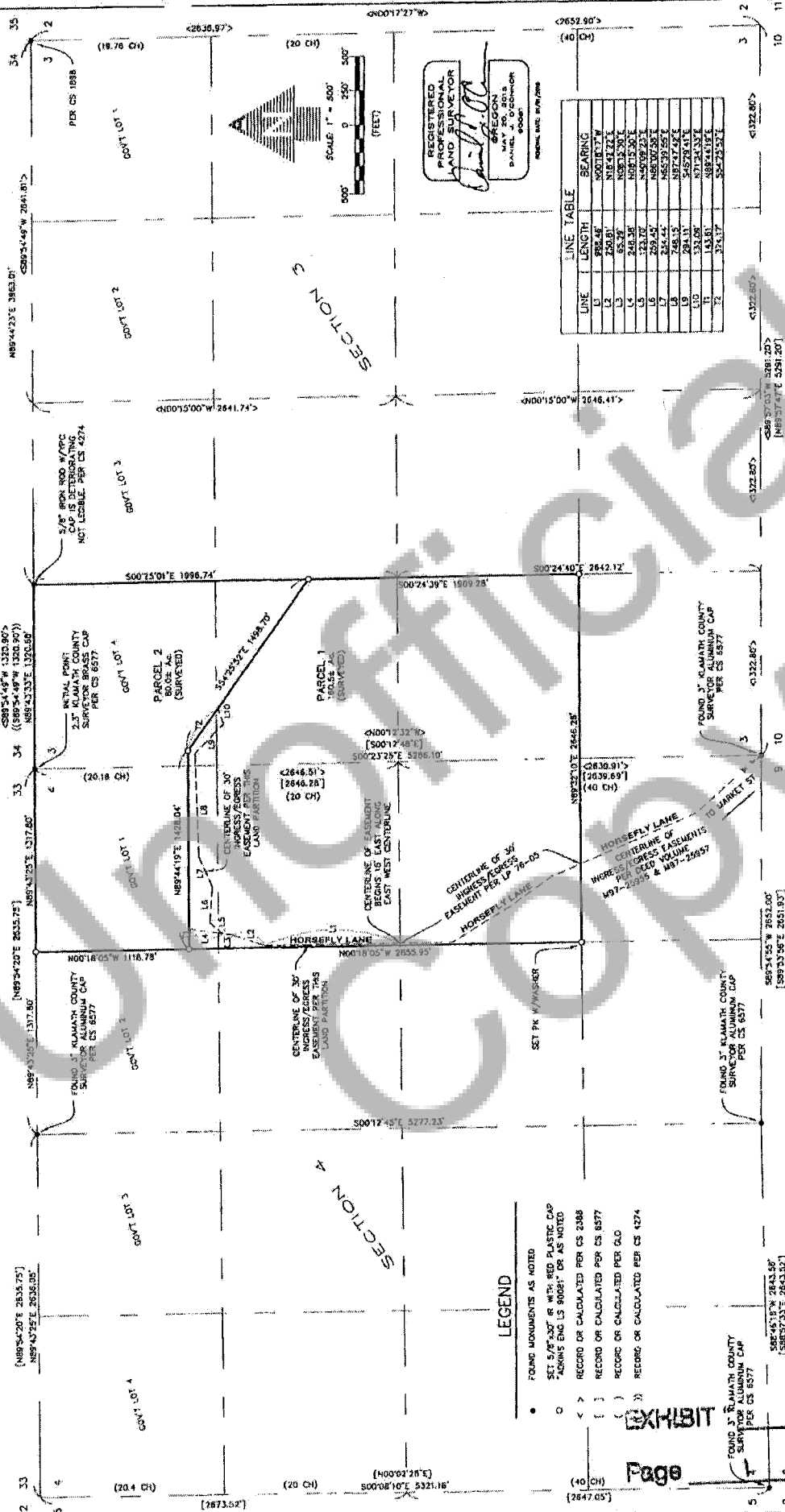


*[Signature]*  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 5/18/25



# LAND PARTITION 14-16

FOR WILLIAM E. AND MELYN M. BROCK  
 REPLAT OF PARCEL 1 AND 2 OF LAND PARTITION 76-05  
 SITUATE IN THE W1/2 W1/2 SEC. 3, AND E1/2 E1/2 SEC. 4  
 T.39S., R.11E., W.M., KLAMATH COUNTY, OREGON



LINE	LENGTH	BEARING
L1	264.48'	N00°02'28"E
L2	264.48'	N00°02'28"E
L3	264.48'	N00°02'28"E
L4	264.48'	N00°02'28"E
L5	264.48'	N00°02'28"E
L6	264.48'	N00°02'28"E
L7	264.48'	N00°02'28"E
L8	264.48'	N00°02'28"E
L9	264.48'	N00°02'28"E
L10	264.48'	N00°02'28"E
L11	264.48'	N00°02'28"E
L12	264.48'	N00°02'28"E

ADKINS

ADKINS CONSULTING ENGINEERING, LLP  
 2550 Shaver Way, Monmouth Falls, Oregon 97631 (503) 884-4666 FAX (503) 884-5333  
 Oregon - California  
 2/3/2017  
 FINAL L2 14-16  
 2571-0101

SHEET 2 OF 2

2017-2732

## LEGEND

- FOUND MONUMENTS AS NOTED
- SET 5/8" X 30" OR WITH RED PLASTIC CAP  
ADKINS END L3 8005' OR AS NOTED
- < > RECORD OR CALCULATED PER CS 2348
- [ ] RECORD OR CALCULATED PER CS 6377
- ( ) RECORD OR CALCULATED PER OLD
- ) RECORD OR CALCULATED PER CS 4274

EXHIBIT

Page

1 of 2



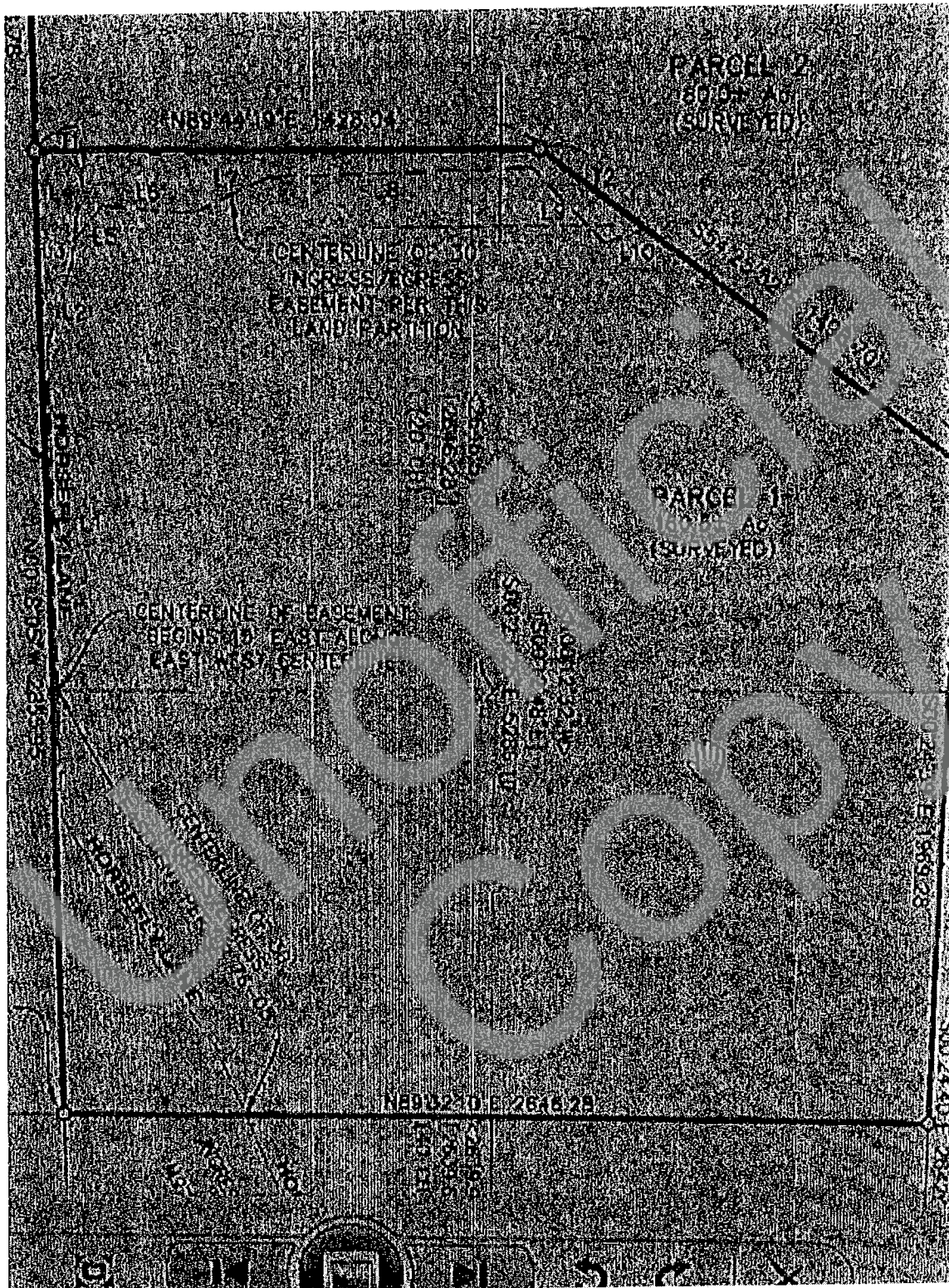


EXHIBIT " A "

Page 2 of 2

Exhibit B

LEGAL DESCRIPTION:

A parcel of land situated in Township 39 South, Range 11 East of the Willamette Meridian.

Government Lots 2, 3, 4 and the SW1/4 NE1/4 and the S1/2 NW1/4 and the SW1/4 and W1/2 SE1/4 of Section 4.

Unofficial  
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