

2024-007108
Klamath County, Oregon
08/15/2024 12:50:04 PM
Fee: \$107.00

RETURN RECORDED DOCUMENT TO

Sevenstar Investments, LLC
10810 N Tatum Blvd Suite 102-841
Phoenix, AZ 85028

SEND TAX STATEMENTS TO

Sevenstar Investments, LLC
10810 N Tatum Blvd Suite 102-841
Phoenix, AZ 85028

**DECLARATION OF INGRESS AND EGRESS
AND MAINTENANCE AGREEMENT**

This Declaration of Ingress and Egress and Maintenance Agreement (“Declaration”) is effective August 15, 2024 (“Effective Date”) by SEVENSTAR INVESTMENTS, LLC, a Tennessee limited liability company, having an address of 1113 Murfreesboro Road, Suite 106-201, Franklin, TN 37064 (“Owner”), the fee simple Owner of real property located in Klamath County, Oregon.

(continued on next page)

WITNESSETH:

- A. WHEREAS, OWNER is the fee simple title holder of a 1.60 acre description of land having a Map and Taxlot Number of 3511-015B0-02500 ("Area 1") located in Klamath County, Oregon, and being depicted as Area 1 on the attached Exhibit "A".
- B. WHEREAS, OWNER is the fee simple title holder of a 1.58 acre description of land having a Map and Taxlot Number of 3511-015A0-03300 ("Area 2") located in Klamath County, Oregon, and being depicted as Area 2 on the attached Exhibit "A".
- C. WHEREAS, OWNER is the fee simple title holder of a 4.20 acre description of land having a Map and Taxlot Number of 3511-015B0-02600 ("Area 3") located in Klamath County, Oregon, and being depicted as Area 3 on the attached Exhibit "A".
- D. WHEREAS, the legal description for the Area 1, Area 2 and Area 3 (collectively the "Property") referred to above is fully and more particularly described on the attached Exhibit "B".
- E. WHEREAS, the Owner is desirous of creating and establishing an area for easement purposes, under certain terms and conditions (referred to herein as "Easement") being more particularly described and shown on the attached Exhibit "C" ("Easement Area").
- F. WHEREAS, the OWNER wishes to reduce to writing such terms, conditions, and agreements pertaining to the Easement;

NOW THEREFORE, for the purpose of establishing and granting the following easements related to the Property, and for the purpose of allocating the expense and responsibility associated with the maintenance of the easements, and with the understanding that such promises, covenants and agreements shall bind the respective successors and assigns of the Property and run with the land and the Property, the Owner hereby confirms the accuracy of the above and declares as follows:

- 1. The Owner hereby establishes a perpetual easement in, over, under, across and through the Easement Area for the purposes of Ingress and Egress to and from the Property described on Exhibit "B" to run with the Property, its successors and assigns forever.
- 2. No future owner of all or a portion of the Property shall erect any improvements or other facilities upon the Easement which may impair the flow of traffic over and across same.
- 3. There shall be no restriction or prohibition against invitees, guests, and others of the general public coming on the Property to utilize the Easement, it being the intention of the parties hereto that such persons shall have free access to, upon, and over the Easement for ingress and egress purposes.
- 4. Any future owner of all or a portion of the Property shall share the maintenance costs related to the Easement Area improvements, repair, installation, destruction and any other cost directly related to the Easement Area.

5. This Declaration may be released by written instrument, signed and acknowledged by the then owner(s) comprising all, right, title and interest in the Property.

6. This Easement shall be ONLY for the limited purpose of access, ingress, egress and maintenance to and from the Property. Except as herein granted, the Owner and any future owner of all or a portion of the Property, shall continue to have the full use and enjoyment of their respective property and the Easement herein granted shall not interfere with each party's intended use of their property.

7. This Declaration and Easement shall remain a part of an run with the Property with no effect of a merger of any individual tract, lot or parcel and this Easement shall continue in full force and effect. It is specifically understood that such property may from time to time be held in title by the same persons and/or entities, and it is the intention of this paragraph to specifically provide that the same shall not accomplish a merger, and that rather the Easement and Declaration described within this instrument shall survive and continue in full force and effect.

8. Said Easement shall bind and inure to the respective benefit of Owner and any future holder of any right, title or interest in the Property. As used herein the terms owner or holder shall include the present and future owner or owners and mortgagees, their heirs, personal representatives, successors and assigns of Owner's property. The easements, covenants, restrictions and other provisions contained in this Declaration shall be deemed to be covenants which run with the property, respectively, in perpetuity, of such property from time to time.

IN WITNESS WHEREOF, this Declaration of Ingress and Egress Easement and Maintenance Agreement is executed and effective as of the day first above written.

OWNER

Sevenstar Investments, LLC, a Tennessee limited liability company

By: [Signature]
Erik Peterson,
Its: Managing Member

STATE OF Tennessee

COUNTY OF Williamson, ss

Sworn to, subscribed and acknowledged before me this 15th day of August, 2024, by Erik Peterson, by means of physical presence or online notarization, who is personally known to me or who has produced TN DL as identification.

[Signature]
NOTARY PUBLIC



EXHIBIT "A"

MAP AND TAXLOT AREA

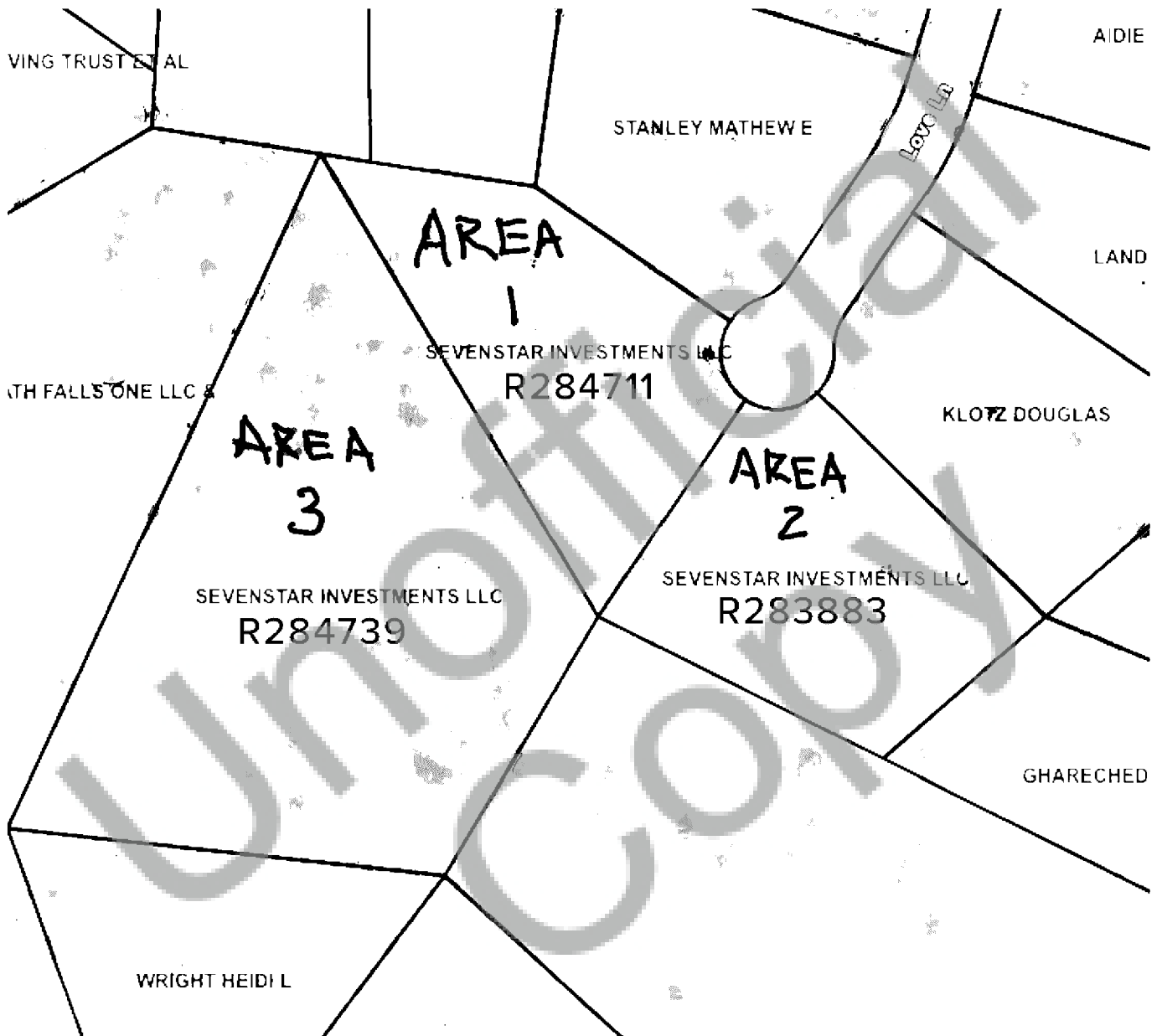


EXHIBIT "B"

THE PROPERTY

Lot 65 in Block 5, Oregon Pines, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

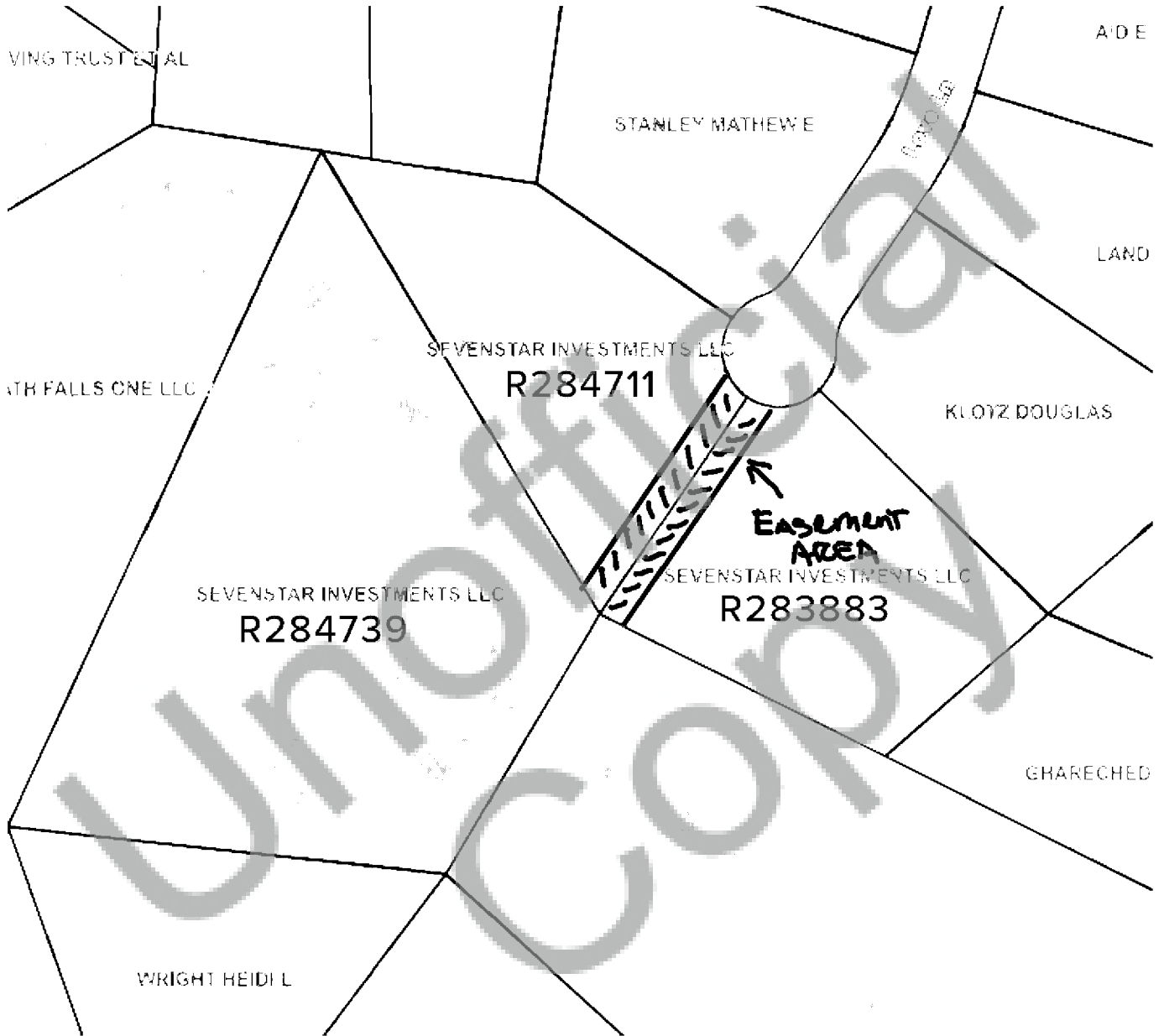
Beginning at the Southeast corner of Lot 73 of said Block 5; thence north $59^{\circ} 58' 54''$ East, along the southerly line of Lot 72, 259.86 feet to the Southwest corner of Lot 70; thence South $80^{\circ} 40' 15''$ East, along the South line of Lots 70 and 69, 341.49 feet to the Southwest corner of Lot 67; thence South $55^{\circ} 08' 57''$ East, along the southerly line of Lot 67, 258.37 feet to the westerly right of way line of love lane; thence southerly along the southerly right of way line, along a curve concave to the Northeast, having a radius of 50.00 feet (the chord bears South $10^{\circ} 08' 57''$ East, 70.71 feet) 78.54 feet to the Northwest corner of Lot 65; thence South $34^{\circ} 51' 03''$ West, along the westerly line of Lot 65, 230.00 feet to the Southwest corner of Lot 65; thence South $31^{\circ} 05' 16''$ West 265.32 feet to the Northwest corner of Lot 19; thence North $83^{\circ} 11' 12''$ West, along the North line of Lot 19, 387.74 feet to the Northwest corner of Lot 19; thence North $10^{\circ} 45' 47''$ West, 492.65 feet to the Southeast corner of Lot 73 and the point of beginning. Excepting an area beginning at the Southeast corner of Lot 73; thence North $59^{\circ} 58' 54''$ East, along the southerly line of Lot 72, 259.86 feet to the Southwest corner of Lot 70, thence South $80^{\circ} 40' 15''$ East, along the South line of Lot 70 to that point where the Northwest corner of Lot 66 meets the southerly line of Lot 70; thence south and West in a diagonal line to the Northwest corner of Lot 19; thence North $10^{\circ} 45' 47''$ West, to the Southeast corner of Lot 73 and the point of beginning.

Those portions of Block 5 of Oregon Pines as recorded in Klamath County, Oregon. A portion of Lot 66, more particularly described as follows: Beginning at the Southeast corner of Lot 73 of said Block 5; thence North $59^{\circ} 58' 54''$ East, along the southerly line of Lot 72, 259.86 feet to the Southwest corner of Lot 70; thence South $80^{\circ} 40' 15''$ East, along the South line of Lots 70 and 69, 341.49 feet to the Southwest corner of Lot 67; thence South $55^{\circ} 08' 57''$ East, along the southerly line of Lot 67, 258.37 feet to the westerly right of way line of Love Lane; thence Southerly along the southerly right of way line, along a curve concave to the Northeast, having a radius of 50.00 feet (the chord bears South $10^{\circ} 08' 57''$ East, 70.71 feet) 78.54 feet to the Northwest corner of Lot 65; thence South $34^{\circ} 51' 03''$ West, along the westerly line of Lot 65, 230.00 feet to the Southwest corner of Lot 65; thence South $31^{\circ} 05' 16''$ West 265.32 feet to the Northwest corner of Lot 19; thence North $83^{\circ} 11' 12''$ West, along the North line of Lot 19, 387.74 feet to the Northwest corner of Lot 19; thence North $10^{\circ} 45' 47''$ West, 492.65 feet to the Southeast corner of Lot 73 and the point of beginning. Excepting an area beginning at the Southeast corner of Lot 73; thence North $59^{\circ} 58' 54''$ East, along the southerly line of Lot 72, 259.86 feet to the Southwest corner of Lot 70, thence South $80^{\circ} 40' 15''$ East, along the South line of Lot 70 to that point where the Northwest corner of Lot 66 meets the southerly line of Lot 70; thence South and West in a diagonal line to the Northwest corner of Lot 19; thence North $10^{\circ} 45' 47''$ West, to the Southeast corner of Lot 73 and the point of beginning.

R283883, R284711, R284739

R-3511-015A0-03300-000, R-3511-015B0-02500-000, R-3511-015B0-02600-000

EXHIBIT "C"
EASEMENT AREA



The Easement Area shall be a 40' foot wide section as depicted by the hatched area above. This Easement Area may be modified, revised or altered by written instrument or survey.