

MONTEREY BAY ELDER CARE

306 CAPITAL STREET, SUITE 102

SALINAS, CA 93901

Phone: (831) 676-0389

Fax: (831) 676-3411

FAX COVERSHEET

TO: EMPIRE REAL ESTATE (503)397-5557
FROM: Theodore Payne

DATE: 11/25/15

PAGES: 7

COMMENTS:

This is an agreement with Mont
gomery (Soley / Payne)

Theodore Payne
Kallunki Road
Clatskanie, OR 97016
GRANTOR

Michael P. Seely
18865 Hermo Road
Clatskanie, OR 97016
GRANTEE

After recording return to:
Michael P. Seely
18865 Hermo Road
Clatskanie, OR 97016

Until a change is requested all
tax statements shall be sent to
the following address:

Michael P. Seely
18865 Hermo Road
Clatskanie, OR 97016

Name _____
Title _____
By _____ Deputy

INGRESS AND EGRESS EASEMENT

* * * * *

GRANTOR, Theodore Payne, owner of the following described real property
located in Columbia County, State of Oregon, to wit:

See Exhibit A attached.

(hereafter referred to as "the servient estate"), grant to GRANTEE, Michael P. Seely,
owner of the following described real property located in Columbia County, State of
Oregon, to wit:

See Exhibit B attached.

(hereafter referred to as "the dominant estate"), an access easement for purposes of
ingress and egress, utilities, etc., over the servient estate for the benefit of the dominant
estate, which easement is legally described as follows:

I certify that the within instrument was
received for recording on _____ day of _____
_____ at _____ o'clock _____ M., and recorded
_____ or as document/fee/file/instrument/
microfilm No. _____.

Records of Deeds of said County.
Witness my hand and seal of County
affixed.

STATE OF OREGON
)
) ss
)
County of Columbia

A 30 feet wide easement beginning 30 feet east of southwest corner of tax lot 103, progressing west for 660 feet along ditch on north side of tax lot 900, ending 30 feet west of south east corner of tax lot 104.

See, attached map, marked as Exhibit C, attached, incorporated herein by reference.

The easement granted is for the purpose of providing ingress and egress, utilities, etc., access to and from the dominant estate over and across the servient estate to tax lot 104. The easement shall inure to the benefit of the grantees, their successors in interest, heirs and assigns and all future owners of the dominant estate. The duration of the easement shall be only for so long as access for ingress and egress is needed from the dominant estate over the servient estate. The easement is granted subject to all prior easements or encumbrances of record.

The easement granted is for the purpose of providing ingress and egress, utilities, etc., to the dominant estate for the purposes needed by the dominant estate. All reasonable and necessary use for ingress and egress, utilities, etc., is allowed under the scope and reasonable interpretation of this grant of an easement.

The consideration to be paid by April 15, 2006, for this easement is \$4000.00. This grant of easement is also supported by other valuable consideration described as: installation of fencing along entire length of north side of tax lot 900 installation of 2 culverts in ditch at each end of easement installation of 2 gates at each end of easement spray, plow, and disc twice tax lot 800

The grantees and their successors in interest agree to maintain and repair the easement at their own expense according to the terms set forth in this agreement. Following any repair or maintenance, grantees will return the easement to the same condition it was in prior to the repair or maintenance. All maintenance and repairs shall be completed within a reasonable period of time. Grantors, and their successors in interest, shall have no responsibility for or be obligated in any way to pay for any maintenance and repair of the easement except as set forth in this paragraph. Any damage to the easement due to the negligence or abnormal use by any party, or the party's agents, invitees or independent contractors, shall be the responsibility of that party and shall be repaired at that party's sole expense.

At grantors' reasonable request, grantors are entitled to request that a roadway maintenance agreement shall be prepared to further delineate each parties' rights and obligations to the future use, maintenance and repair of the easement.

Pursuant to ORS 105.180, in any action filed to enforce or interpret this agreement the prevailing party shall be entitled to recover their costs and attorney fees incurred at trial and on appeal.

3. The following questions relate to the **LAND ONLY**.

- a. Who is the farm operator: Owner
- b. If the land is leased, what is the annual rent per acre? 0
(You may be asked to participate in a rent study which helps set farm use values for the county.)
- c. If leasing your land, do you also farm any portion? If so, note the number of acres, type of crop or number of animals. Also, describe your activities.

Please complete the entire form. Your cooperation will be very helpful in determining whether your land will remain qualified for the special assessment.

I declare under the penalties for false swearing (ORS 305.990(4)) that I have examined this document, including any attachments, and to the best of my knowledge it is true, correct and complete.

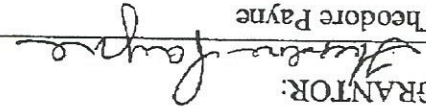
Taxpayer signature Shirley A. Gager Date 4/18/06 Day Phone No. 503-728-0184

In construing this easement, where the context so requires, the singular included the plural and all grammatical changes shall be made so that this easement shall apply equally to individuals and to entities.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, grantor has caused this instrument to be executed on the 28th day of April, 2006.

GRANTOR:


Theodore Payne

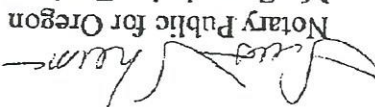
STATE OF OREGON

)
) ss.
)

County of Columbia

April 28, 2006

Personally appeared the above named Theodore Payne, who acknowledged the foregoing to be his/her voluntary act and deed.


Notary Public for Oregon

My Commission Expires: 2-27-2009

GRANTEE

Michael P. Seely

STATE OF OREGON

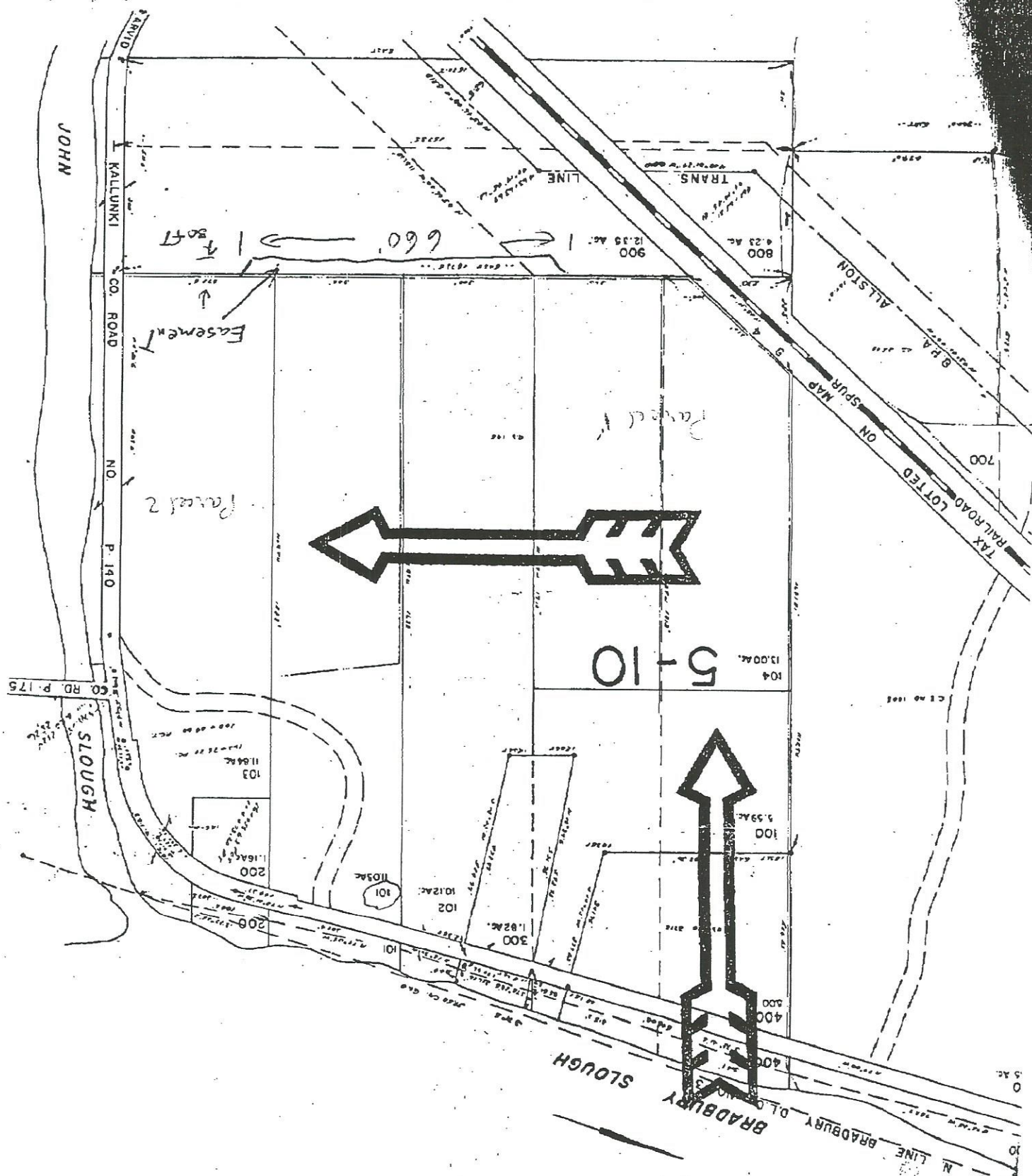
)
) ss.
)

County of Columbia

April —, 2006

Personally appeared the above named Michael P. Seely, who acknowledged the foregoing to be his/her voluntary act and deed.

Notary Public for Oregon
My Commission Expires:



/S/JUDITH GETTMAN
DEFERRAL APPRAISER

QUESTIONNAIRE, IN THE RETURN ENVELOPE PROVIDED.

PLEASE ENCLOSE THIS LETTER, ALONG WITH THE COMPLETED

INFORMATION, YOU MAY CALL US AT 397-2240 AFTER 8:30 AM.

IF YOU HAVE ANY QUESTIONS ON THIS MATTER OR WOULD LIKE ADDITIONAL

THE ABOVE DATE.

SECTIONS 1, 2 & 3 AND RETURN THIS QUESTIONNAIRE WITHIN 60 DAYS OF

TO RETAIN YOUR CURRENT SPECIALLY ASSESSED STATUS, COMPLETE

PARCEL IN COLUMBIA COUNTY.

ON A REGULAR CYCLE AS TO THE STATUS OF EACH SPECIALLY ASSESSED

(FARM USE), AND ORS 303.276 (FARM DWELLING), THE ASSESSOR MUST INQUIRE

PURPOSE OF PRODUCING A PROFIT. IN ORDER TO COMPLY WITH ORS 215.203

ACTUALLY USED EXCLUSIVELY IN A BONA FIDE FARM OPERATION FOR THE

UNDER ORS 303.270(1). THIS SPECIAL VALUATION IS APPLICABLE ONLY TO LAND

YOUR LAND IS BEING SPECIALLY ASSESSED AS EXCLUSIVE FARM USE LAND

OR 97016

CLATSKANIE

80393 KALJUNKI RD

OWNER - PAYNE THEODORE M & MARIAN

ACCOUNT NO: /0510 842302C00900

02-06-2006

COLUMBIA COUNTY
ASSESSORS OFFICE
ST. HELENS, OR 97051