

State of Oregon, County of Klamath  
 Recorded 06/18/2002 9:21 a m.  
 Vol M02, Pg 35302-07  
 Linda Smith, County Clerk  
 Fee \$ 46.00 # of Pgs 6

## EASEMENT AGREEMENT

Grantor: Richard L. Wallis and Barbara Johnson-Wallis, Trustees of the Richard L. Wallis and Barbara Johnson-Wallis Trust Agreement

Grantee: Betty L. Harper and Steve T. Harper

IN CONSIDERATION of the dismissal of the Grantors from Klamath County Court Case No. 0102262CV, entitled Steve T. Harper and Betty L. Harper, Plaintiffs, vs. Vincent Briggs; Richard L. Wallis and Barbara Johnson-Wallis, Trustees of the Richard L. Wallis and Barbara J. Wallis Trust; William Bryant and Arlene Bryant, husband and wife; Gerald D. Chartier and Cynthia C. Chartier, Richard L. Wallis and Barbara Johnson-Wallis, Trustees of the Richard L. Wallis Johnson-Wallis Trust Agreement, convey to Betty L. Harper and Steve T. Harper, with rights of survivorship, their successors and assigns, a perpetual non-exclusive easement for a 12.00 foot wide strip of land situated in the S1/2 of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being 6.00 feet on both sides of the following described centerline:

Beginning at a point on the east-west centerline of said Section 11 from which the center 1/4 corner of said Section 11 bears North 89°48'11" West 1090.86 feet; thence South 19°48'50" West 1947.56 feet; thence 359.69 feet along the arc of a 590.00 foot radius curve to the right, the long chord of which bears South 37°16'44" West 354.14 feet and having a delta angle of 34°55'48"; thence South 54°44'38" West 783.54 feet; thence along the arc of a 2132.00 foot radius curve to the left, 140 feet, more or less, to the south line of said Section 11; the sidelines of said strip to be lengthened or shortened to be continuous and to terminate at the east-west centerline and south line of said Section 11;

Over and across the Grantors' property described as follows: The S1/2NE1/4SW1/4 that lies East of the centerline of Larsen Creek and the S1/2NW1/4SE1/4 of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

The terms of this easement are as follows:

1. The Grantees, their agents, independent contractors and invitees, shall use the easement strip for road purposes only for access to the property described in paragraph 8 and in conjunction with such use may maintain and repair the road thereon.

2. The Grantors reserve the right to use, construct and maintain the road located upon the easement strip for purposes of access to their respective parcel of property.

3. The parties shall cooperate during periods of joint use and each party's use shall cause a minimum of interference to the other.

4. Grantees agree to hold the Grantors harmless from any damages suffered by the Grantees, the Grantees' invitees or Grantees' employees from any use of the road.

5. Grantees agree to reimburse the Grantors for any damages to the Grantors or Grantors' property as a result of the use of the road by the Grantees, Grantees' invitees or Grantees' employees.

6. The Grantors and Grantees agree that gates on the fences across the road easement shall be kept closed at all times except when vehicles or livestock are passing through the gates. If either party desires the gates to be locked, that party shall furnish the lock and sufficient keys for all persons authorized to use the road.

7. The Grantors and Grantees agree to install a gate on the road at the boundary of the property belonging to the Grantors and the property belonging to William Bryant and Arlene Bryant. The cost of the gate shall be shared equally by the Grantors and the Grantees.

8. This easement shall be perpetual for the use and benefit of the following described real property, by the Grantees, their heirs, successors and assigns:

The S1/2 of the SW1/4 of the NE1/4; and that portion of the S1/2 of the SE1/4 of the NW 1/4 lying Easterly of the center thread of Larson Creek in Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this \_\_\_\_ day of May, 2002.

Richard J. Wallis and Barbara Johnson-Wallis Trust Agreement

Richard L. Wallis, Trustee

Barbara J. Wallis, Trustee

Steve T. Harper

Betty L. Harper

STATE OF OREGON )

County of Klamath )

) SS  
)

On this \_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned Notary Public, personally appeared Richard L. Wallis, to me known to be the person described in the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public for Oregon  
My Commission Expires:

1 STATE OF CALIFORNIA )  
 2 County of ) SS  
 )

3 On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me, the undersigned Notary Public, personally appeared  
 4 Barbara Johnson- Wallis, to me known to be the person described in the foregoing instrument and acknowledged that  
 5 he/she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS  
 6 WHEREOF, I hereunto set my hand and official seal.

7 \_\_\_\_\_  
 8 Notary Public for California  
 9 My Commission Expires:

10 STATE OF OREGON )  
 11 County of Klamath ) SS  
 )

12 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2002, by Steve T. Harper  
 13 and Betty L. Harper.

14 \_\_\_\_\_  
 15 Notary Public for Oregon  
 16 My Commission Expires:

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 20 See additional pages  
 21 for signatures -  
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05/15/2002 01:00

041/033/20

03/13/2002 08:31 FAX 5618627223

WILLIAM SISEMORE

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## EASEMENT AGREEMENT

Grantor: Richard L. Wallis and Barbara Johnson-Wallis, Trustees of the Richard L. Wallis and Barbara Johnson-Wallis Trust Agreement

Grantee: Betty L. Harper and Steve T. Harper

IN CONSIDERATION of the dismissal of the Grantors from Klamath County Court Case No. 0102262CV, entitled Steve T. Harper and Betty L. Harper, Plaintiffs, vs. Vincent Briggs, Richard L. Wallis and Barbara Johnson-Wallis, Trustees of the Richard L. Wallis and Barbara J. Wallis Trust; William Bryant and Arlene Bryant, husband and wife; Gerald D. Charner and Cynthia C. Charner; Richard L. Wallis and Barbara Johnson-Wallis, Trustees of the Richard L. Wallis Johnson-Wallis Trust Agreement, convey to Betty L. Harper and Steve T. Harper, with rights of survivorship, their successors and assigns, a perpetual non-exclusive easement for a 12.00 foot wide strip of land situated in the S1/2 of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being 6.00 feet on both sides of the following described centerline:

Beginning at a point on the east-west centerline of said Section 11 from which the corner 1/4 corner of said Section 11 bears North 89°48'11" West 7090.86 feet; thence South 19°48'50" West 1947.56 feet; thence 359.69 feet along the arc of a 598.00 foot radius curve to the right, the long chord of which bears South 37°16'44" West 354.14 feet and having a delta angle of 34°55'48"; thence South 54°44'38" West 783.54 feet; thence along the arc of a 2132.00 foot radius curve to the left, 140 feet, more or less, to the south line of said Section 11; the sidelines of said strip to be lengthened or shortened to be continuous and to terminate at the east-west centerline and south line of said Section 11.

Over and across the Grantors' property described as follows: The S1/2NE1/4SW1/4 that lies East of the centerline of Larsen Creek and the S1/2NW1/4SE1/4 of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

The terms of this easement are as follows:

1. The Grantors, their agents, independent contractors and invitees, shall use the easement strip for road purposes only for access to the property described in paragraph 8 and in conjunction with such use may maintain and repair the road thereon.

2. The Grantors reserve the right to use, construct and maintain the road located upon the easement strip for purposes of access to their respective parcel of property.

3. The parties shall cooperate during periods of joint use and each party's use shall cause a minimum of interference to the other.

Easement Agreement - Page 1

WILLIAM L. SISEMORE  
A Notary in Law  
885 Main Street, Suite 207  
Klamath Falls, OR 97603  
814-025-7129  
WSB 070611

05/13/2002 09:31 FAX 8418827220

WILLIAM SISEMORE

1005

35306

4. Grantees agree to hold the Grantors harmless from any damages suffered by the Grantees, the Grantees' invitees or Grantees' employees from any use of the road.

5. Grantees agree to reimburse the Grantors for any damages to the Grantors or Grantors' property as a result of the use of the road by the Grantees, Grantees' invitees or Grantees' employees.

6. The Grantors and Grantees agree that gates on the fences across the road easement shall be kept closed at all times except when vehicles or livestock are passing through the gates. If either party desires the gates to be locked, that party shall furnish the lock and sufficient keys for all persons authorized to use the road.

7. The Grantors and Grantees agree to install a gate on the road at the boundary of the property belonging to the Grantors and the property belonging to William Bryant and Arlene Bryant. The cost of the gate shall be shared equally by the Grantors and the Grantees.

8. This easement shall be perpetual for the use and benefit of the following described real property, by the Grantees, their heirs, successors and assigns:

The S1/2 of the SW 1/4 of the NE1/4; and that portion of the S1/2 of the SE1/4 of the NW 1/4 lying Easterly of the center thread of Larsen Creek in Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 16<sup>th</sup> day of May, 2002.

Richard J. Wallis and Barbara Johnson-Wallis Trust Agreement

Richard L. Wallis, Trustee

Barbara J. Wallis, Trustee

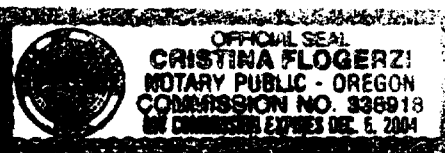
Steve T. Harper

Betty L. Harper

STATE OF OREGON

County of Klamath

On this 17<sup>th</sup> day of May, 2002, before me, the undersigned Notary Public, personally appeared Richard L. Wallis, to me known to be the person described in the foregoing instrument and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Cristina Flogerz  
Notary Public for Oregon  
My Commission Expires: 120604

Easement Agreement - Page 2

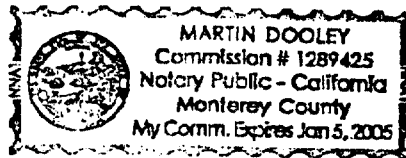
WILLIAM L. SISEMORE  
Attorney at Law  
200 Main Street, Suite 20  
Medford, OR 97501  
541-425-1730  
541-425-1733

35307

1 STATE OF CALIFORNIA )

2 County of MONTEREY ) SS

3 On this 16<sup>th</sup> day of MAY, 2002, before me, the undersigned Notary Public, personally appeared  
 4 Barbara Johnson-Wallis, to me known to be the person described in the foregoing instrument and acknowledged that  
 5 she executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS  
 6 WHEREOF, I hereunto set my hand and official seal.



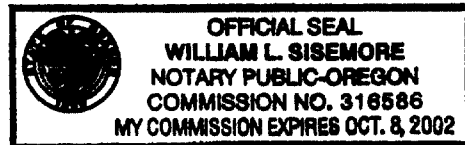
*[Signature]*  
 Notary Public for California  
 My Commission Expires: 1/5/05

9  
10 STATE OF OREGON )

11 County of Klamath ) SS

12 The foregoing instrument was acknowledged before me this 17 day of May, 2002, by Steve T. Harper  
 13 and Betty L. Harper.

*[Signature]*  
 Notary Public for Oregon  
 My Commission Expires: Oct 8, 2002



Exemption Agreement - Page 3

WILLIAM L. SISEMORE  
 Attorney at Law  
 400 West 1st St., Suite 201  
 Marion, OR 97139  
 503.267.7238  
 503.267.7231