35302 Vol. M02 Page 1 2 State of Oregon, County of Klamath Recorded 06/18/2002 9:31 a m. 3 Vol M02, Pg 35302-07 Linda Smith, County Clerk 4 Fee \$ 4600 # of Pgs 5 6 7 **EASEMENT AGREEMENT** 8 Richard L. Wallis and Barbara Johnson-Wallis, Trustees of the Richard L. Wallis and Barbara Grantor: 9 Johnson-Wallis Trust Agreement 10 Grantee: Betty L. Harper and Steve T. Harper 11 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-12 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 13 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 14 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: 15 Beginning at a point on the east-west centerline of said Section 11 from which the center 1/4 corner of said Section 16 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 17 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 18 be lengthened or shortened to be continuous and to terminate at the east-west centerline and south line of said Section 11; 19 Over and across the Grantors' property described as follows: The S1/2NE1/4SW1/4 that lies East of the centerline 20 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. 21 The terms of this easement are as follows: 22 1. The Grantees, their agents, independent contractors and invitees, shall use the easement strip for road 23 purposes only for access to the property described in paragraph 8 and in conjunction with such use may maintain and repair the road thereon. 24 2. The Grantors reserve the right to use, construct and maintain the road located upon the easement strip 25 for purposes of access to their respective parcel of property. 26 3. The parties shall cooperate during periods of joint use and each party's use shall cause a minimum of

46

Easement Agreement - Page 1

interference to the other.

1	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.
2	
3	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.
4	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 possing the control of the co
5	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.
6	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 Branton day.
7	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	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:	and assigns.
10	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 24.6.
11	of the center thread of Larson Creek in Section 11, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.
12	IN WITNESS WHEREOF, the parties have caused this instrument to be executed this day of May, 2002.
13	Richard I Wallis and Barbara L.t
14	Richard J. Wallis and Barbara Johnson-Wallis Trust Agreement
15	Richard L. Wallis, Trustee Barbara J. Wallis, Trustee
16	
17	Store T. H.
18	Steve T. Harper Betty L. Harper
	STATE OF OREGON)) SS
19	County of Klamath)
20	On this day of, 2002, before me, the undersigned Notary Public, personally appeared
21	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,
22	I hereunto set my hand and official seal.
23	
24	Notary Public for Oregon My Commission Expires:
	, Commission Expires.
25	
6	

1	STATE OF CALIFORNIA)
2	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
3	On this day of 2002 h.c.
4	Barbara Johnson- Wallis, to me known to be the person described in the discrete Notary Public, personally appeared
5	WHEREOF I because out my band and stated and for the purposes therein contained. IN WITNESS
6	N
7	Notary Public for California My Commission Expires:
8	
9	
10	STATE OF OREGON) SS
11	County of Klamath)
12	The foregoing instrument was acknowledged before me this day of May, 2002, by Steve T. Harper and Betty L. Harper.
13	
14	Notary Public for Oregon
15	My Commission Expires:
16	
17	
18	
19	
20	Ca Astrona I Rasi
21	See additional pages for Sign-tures -
22	1 57) N=1 1 -
23	
24	
25	
26	

05/15/2002 01:00 04:/033/20 03/13/200 09:31 FA \$416027220

WILLIAM SISEMORE

2004

35305

ı 2 3 5 6 7 EASEMENT AGREEMENT 8 Granior: Richard L. Wallis and Burbara Johnson-Wallis. Trustees of the Richard L. Wallis and Barbara Johnson-Wallin Trust Agreement 10 Grantee: Betty L. Harper and Steve T. Harper 11 IN CONSIDERATION of the discrissal of the Greaters from Klemeth County Court Case No. 0102262CV. entitled Stove T. Harper and Berry L. Harper, Plaintiffs, vs. Vincent Briggs; Richard L. Wallis and Burburn Johnson-12 Wallis, Trustocs of the Richard L. Wallis and Barbara J. Wallis Trust; William Bryant and Arlone Bryant, husband and write; Gerald D. Charmer and Cyothia C. Chartier, Richard L. Wallis and Barbara Johnson-Wallis, Trustees of 13 the Richard L. Wallis Johnson-Wallis Trust Agreement, coavey to Betty L. Harper and Stave T. Harper, with rights of survivorship, their successors and assigns, a perpensil non-exclusive easement for a 12 00 feet wide strip of fund 14 shusted in the S1/2 of Section 11. Township 34 South, Range 7 East of the Williamette Menidian, Klamath County Oregon, being 5 00 feet on both sides of the following described centerline: 15 Beginning at a point on the cast-wast constrains of said Section 11 from which the corner 1/4 corner of said Section 16 11 hours North 89'48' I I" West 1090.86 fast; thence South 19'48'50" West 1947.56 feet; thence 359.69 feet along the arc of a 590 00 foot radius surve to the right, the long chord of which bears South 37" 16"44" West 354.14 feet 17 and having a delta engle of 34"55"48"; thence South 54"44"38" West 783.54 feet; thence along the arc of a 2132.00 feet radius curve to the left, 140 feet, more or less, to the south line of said Section 11; the stacilines of said strip to 18 he irreffrened or shortened to be continuous und to terramene at the east-west ceaterline and south line of said Section 19 Over and across the Grantors' property described as follows: The \$1/2NE1/4SW1/4 that him East of the centerline 20 of Largett Creek and the \$1.2NW1/4SE1/4 of Section |1, Township 34 South, Range 7 Bast of the Williametta Meridian, Klamath County, Oregos. 21 The names of this easement are as follows: 22). The Grantes, their agents, independent contractors and invitees, shall use the exsenses strip for road 23 purposes only for access to the property described in paragraph 8 and in conjunction with such use may maintain and rupair the road thereon. 2. The Greators reserve the right to use, construct and maintain the road located upon the easement strip 25 for purposes of access to their respective parcel of property. 26

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

Ememont Agreement - Page 1

interference to the other.

WALLANS L. SUPERIORS: A certagy is Law BIS Adea Sures, Sure 201 TOursely Publ. OR 17804 841/851/120

35306

1	4 Grantees agree to hold the Grantors harmiess from any demages suffered by the Grantees, the Grantees' strongers or Grantees' employees from any use of the road.
3	 Orantors agree to reimburse the Gruntors for any damages to the Grantors or Grantors' property as a result of the use of the road by the Grantors, Grantors' invises or Grantors' employees.
4	6. The Grantors and Granton agree that gates on the forces ecross the road statement shall be hapt closed at all times expert when vehicles or live transfer.
5	at all turnes except when valueles or investock are passing through the gases. If either party desires the gases to be locked, that party shall furnish the lock and sufficient keys for all persons authorized to use the road.
6	7. The Grantors and Grantees agree to install a gate on the road at the boundary of the property belonging
7	to the Grantors and the property belonging to William Bryant and Arlene Bryant. The cost of the gate shall be shered equally by the Grantors and the Orantoes
8	8. This resonant shall be purportial for the use and benefit of the following described real property, by the
9	The second secon
10	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 Larson Creek in Section 11, Township 34 South, Range 7 East of the Willemonte Meridian, Klamath County, Oregon.
11	i.
12	IN WITNESS WHEREOF, the parties have caused this instrument to be executed this day of May, 2002.
13	Richard J. Wallis and Berbara Johnson-Wallis Trent Agreement
14	B. O. O. 1 (11)
15	Richard L. Wallis, Trustee Barbare J. Wallis, Trustee
16	
17	Sieve T. Harper Berry L. Harper
18	STATE OF OREGON
19) SS County of Klarnath
20	1-4th
	On this day of
21	exercised the marks in the capacity therein stated and for the purposes therein contained, the WITNESS WHEREOF
22	I bereuate set my hand and official seal.
23	offense
	CRISTINA FLOGERZI Noticy Public for Cregor
24	COMMISSION NO. 338918
25	el commestes expres del 6, 2004
26	

Essement Agreement - Page 2

May 16 02 11:59a Monterey 05/15/2002 01:50 041/653/20 05/15/2002 09:61 FAX \$818827120

WILLIAM SISEMORE

206

35307

1	STATE OF CALIFORNIA
2	Country of MONTEREY
3	On this No. TH day of MAY 2002, before the, the undersigned Notary Public, personally appeared
4	Berbara Johnson. Wallis, to me known to be the person described in the foregoing instrument and missowindged there will be executed the same in the capacity therein stated and for the purposes therein onlygined. IN WITNESS
5	WHEREOF, I hereused set my hand and official seal.
6	MARTIN DOOLEY Mt Jy
	Commission # 1289425 Notary Public for California Notary Public - California My Commission Expires: /5/05
7	Monterey County
8	My Cornin. Boires Jan 5, 2005
9	
10	STATE OF OREGON) SS
11	County of Klamath)
12	The foregoing instrument was acknowledged before me this
13	$\gamma_{ij}(l)$
14	Notary Public for Ovegon
15	My Commission Expires: 0278 2002
16	
17	OFFICIAL SEAL
18	WILLIAM L. SISEMORE NOTARY PUBLIC-OREGON
19	COMMISSION NO. 316586 MY COMMISSION EXPIRES OCT. 8, 2002
20	
21	
22	
- 1	
23	, the state of the
24	
25	
ا ءد	

Eastern Agreement - Page 3