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State of Oregon, County of Klamath
Recorded 06/18/2002 9:21 a m.
Vol M02. Pg 35302-07
Linda Smith, County Clerk
Fee \$ 46⁰⁰ # 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.

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.

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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 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.

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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 Bryant and Arlene Bryant. The cost of the gate shall be shared equally by the Grantors and the Grantees.

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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:

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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 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

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

13 Richard J. Wallis and Barbara Johnson-Wallis Trust Agreement

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15 _____
Richard L. Wallis, Trustee

15 _____
Barbara J. Wallis, Trustee

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17 _____
Steve T. Harper

17 _____
Betty L. Harper

18 STATE OF OREGON)
19 County of Klamath) SS
20)

21 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.

22
23 _____
24 Notary Public for Oregon
25 My Commission Expires:
26

1 STATE OF CALIFORNIA)
2 County of) SS
3)

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

Notary Public for California
My Commission Expires:

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

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

Notary Public for Oregon
My Commission Expires:

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20 See additional pages
21 for signatures -
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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 side-lines 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 2 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.

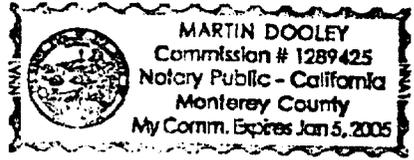
Easement Agreement - Page 1

WILLIAM L. SEISMORE
A Notary in Law
885 Alameda Street, Suite 207
Berkeley, CA 94710
415.862.7129
www.williaml.com

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1 STATE OF CALIFORNIA)
2 County of MONTEREY) SS

3 On this 14th 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.

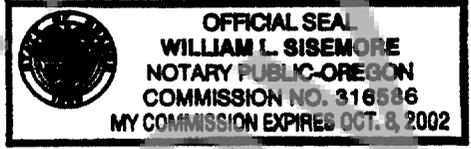


Martin Dooley
Notary Public for California
My Commission Expires: 1/5/05

9 STATE OF OREGON)
10 County of Klamath) SS

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

William L. Sismore
Notary Public for Oregon
My Commission Expires: Oct 8, 2002



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