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State of Oregon, County of Klamath

Recorded 07/09/2003 11:39 A m.Vol M03 Pg 47437-38

Linda Smith, County Clerk

Fee \$ 26.00 # of Pgs 2

EASEMENT AGREEMENT

Grantor: Vincent Briggs

9/0 Grantee: Betty L. Harper and Steve T. Harper

IN CONSIDERATION of the dismissal of the Grantor 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, Vincent Briggs conveys to Betty L. Harper and Steve T. Harper, with rights of survivorship, their successors and assigns, a perpetual non-exclusive easement as described on attached Exhibit "A"

Over and across the Grantor's property described as follows. The NW 1/4 Section 14, 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 7 and in conjunction with such use may maintain and repair the road thereon.

2. The Grantor reserves the right to use, construct and maintain the road located upon the easement strip for purposes of access to his 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 Grantor harmless from any damages suffered by the Grantees, the Grantees' invitees or Grantees' employees from any use the road.

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

6. The Grantor 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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7. 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 NW1/4 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

8 This easement is in addition to the easement dated May 17, 2002, recorded in Volume M02, page 35308.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 7th day of JULY 2003.

Steve T. Harper
Steve T. Harper

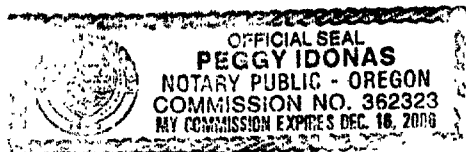
Vincent Briggs
Vincent Briggs

Betty L. Harper
Betty L. Harper

STATE OF OREGON)
) SS
County of Klamath)

The foregoing instrument was acknowledged before me this 7th day of July, 2003, by Vincent Briggs

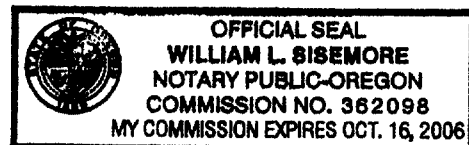
Peggy Idonas
Notary Public for Oregon
My Commission Expires: 12/16/06



STATE OF OREGON)
) SS
County of Klamath)

The foregoing instrument was acknowledged before me this 9 day of July, 2003, by Steve T. Harper and Betty L. Harper.

William L. Sismore
Notary Public for Oregon
My Commission Expires: Oct 16, 2006



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