

2006-021953

Klamath County, Oregon



00007757200600219530070070

11/01/2006 02:59:11 PM

Fee: \$51.00

After Recording Return To:

C.B. Foss  
P.O. Box 395  
Terrebonne, Or. 97660

ASPEN: 63880ms

EASEMENT FOR ACCESS

**PARTIES:**

**GRANTOR:** JOHN K. WILLIAMS and SANDRA J. WILLIAMS

**GRANTEE:** C. B. FOSS

**RECITALS:**

1. Grantor is the owner of real property described as follows:  
*See attached Exhibit "A" (Tax Lot 300)*
2. Grantee is the owner of real property described as follows:  
*See attached Exhibit "B" (Tax Lots 400, 500 and 600)*
3. The purpose of this easement is to grant ingress and egress from Tax Lot 400 across the southerly portion of Tax Lot 300 to Bear Flat Road.

**AGREEMENT:**

The parties agree as follows:

4. Grantor grants and conveys to Grantee, their heirs, successors and assigns, an Easement to use a parcel of land described as follows:  
*A thirty (30) foot strip over the southerly portion of Tax Lot 300 to Bear Flat Road.*
5. Grantee, his agents, independent contractors and invitees shall use the easement parcel for access to Grantee's property described in this agreement.
6. Grantee may construct, reconstruct, maintain or repair a road on the easement parcel.
7. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other party's use. In the case of conflict Grantor's right of use shall be dominant.
8. Grantor and Grantee shall share in the cost of construction and maintenance of the road in proportion to their use. Maintenance shall occur on a regular basis. It is the intent of the parties that the roadway be maintained in a safe, attractive manner. Maintenance shall include snow removal.

EASEMENT FOR ACCESS - Page 1 of 3  
350 (10/11/2006)

#51-A

9. John K. Williams is appointed Manager of the easement parcel. John K. Williams shall be responsible for procuring and insuring the maintenance described above is completed. In the event the Manager shall fail to do so, any party to this agreement may after notice, hire the appropriate maintenance to be performed.

10. Grantor reserves the right to relocate the easement parcel at any time and, in such case, shall construct the easement parcel at such new location in as good or better condition as existed at the prior location. If the easement parcel is relocated, Grantor may record an instrument indicating the relocated easement parcel centerline and such instrument shall serve to amend this easement and end the rights of the Grantee in the original easement parcel. Such amendment of the description shall be effective whether or not signed by Grantee but Grantee shall execute it, or such other document necessary to indicate relocation of the easement parcel, when and if required by Grantor.

11. Neither party may gate the easement parcel.

12. Grantee shall indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement parcel. Grantee assumes all risk arising out of its use of the easement parcel and Grantor shall have no liability to Grantee or others for any condition existing on the easement parcel.

13. This easement is appurtenant to and shall run with the real property owned by Grantee and described above. In the event of any subdivision or sale of any portion of Grantee's property, the easement shall remain appurtenant to all parcels.

14. This easement is non-exclusive.

15. This easement is perpetual.

16. This easement is granted subject to all prior easements or encumbrances of record.

17. If suit or action is instituted to enforce any of the provisions of this agreement, the prevailing party shall be entitled to recover from the other party such sums as the Court may adjudge reasonable as attorney fees at trial or on appeal in such suit or action in addition to all other sums provided by statute.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 25<sup>th</sup> day of October, 2006.

GRANTOR:

John K. Williams  
JOHN K. WILLIAMS

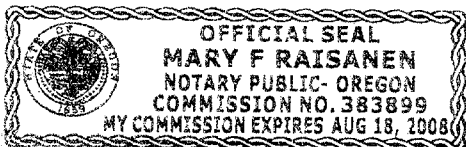
Sandra J. Williams  
SANDRA J. WILLIAMS

GRANTEE:

CB FOSS

STATE OF OREGON     )  
                                  ) ss.  
County of Deschutes    )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2006, by JOHN K. WILLIAMS.



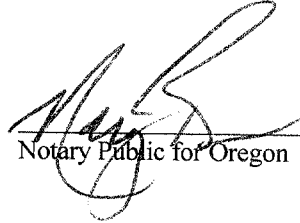
Mary F. Raisanen  
Notary Public for Oregon

**Francis Hansen & Martin, LLP**  
1148 N.W. Hill Street • Bend, Oregon 97701-1934  
(541) 389-5010

STATE OF OREGON       )  
  ) ss.  
County of Deschutes       )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of October, 2006,  
by SANDRA J. WILLIAMS.



  
\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON       )  
  ) ss.  
County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
by C.B. FOSS.

\_\_\_\_\_  
Notary Public for Oregon

9. John K. Williams is appointed Manager of the easement parcel. John K. Williams shall be responsible for procuring and insuring the maintenance described above is completed. In the event the Manager shall fail to do so, any party to this agreement may after notice, hire the appropriate maintenance to be performed.
10. Grantor reserves the right to relocate the easement parcel at any time and, in such case, shall construct the easement parcel at such new location in as good or better condition as existed at the prior location. If the easement parcel is relocated, Grantor may record an instrument indicating the relocated easement parcel centerline and such instrument shall serve to amend this easement and end the rights of the Grantee in the original easement parcel. Such amendment of the description shall be effective whether or not signed by Grantee but Grantee shall execute it, or such other document necessary to indicate relocation of the easement parcel, when and if required by Grantor.
11. Neither party may gate the easement parcel.
12. Grantee shall indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement parcel. Grantee assumes all risk arising out of its use of the easement parcel and Grantor shall have no liability to Grantee or others for any condition existing on the easement parcel.
13. This easement is appurtenant to and shall run with the real property owned by Grantee and described above. In the event of any subdivision or sale of any portion of Grantee's property, the easement shall remain appurtenant to all parcels.
14. This easement is non-exclusive.
15. This easement is perpetual.
16. This easement is granted subject to all prior easements or encumbrances of record.
17. If suit or action is instituted to enforce any of the provisions of this agreement, the prevailing party shall be entitled to recover from the other party such sums as the Court may adjudge reasonable as attorney fees at trial or on appeal in such suit or action in addition to all other sums provided by statute.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

GRANTOR:

GRANTEE:

\_\_\_\_\_  
JOHN K. WILLIAMS

  
\_\_\_\_\_  
CB FOSS

\_\_\_\_\_  
SANDRA J. WILLIAMS

STATE OF OREGON     )  
  ) ss.  
County of Deschutes     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
by JOHN K. WILLIAMS.

\_\_\_\_\_  
Notary Public for Oregon

**Francis Hansen & Martin, LLP**  
1148 N.W. Hill Street • Bend, Oregon 97701-1934  
(541) 389-5010

STATE OF OREGON     )  
                                  ) ss.  
County of Deschutes     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
by SANDRA J. WILLIAMS.

\_\_\_\_\_  
Notary Public for Oregon

STATE OF OREGON     )  
                                  ) ss.  
County of Deschutes

The foregoing instrument was acknowledged before me this 31 day of October, 2006,  
by C.B. FOSS.



Leslie M. Povey  
Notary Public for Oregon

ALSO all that part of the NE 1/4 of the SE 1/4 Section 17, Township 28 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, as lies Westerly of the Westerly line of that certain property conveyed to the United States of America by deed recorded June 7, 1969, as instrument No. 32570 in Volume M-69 at Page 4757 and Westerly and Northerly of the Easterly and Southerly line of that certain easement conveyed to Midstate Electric Cooperative, Inc. by Boise Cascade Corporation by deed recorded October 20, 1970, as instrument No. 45873, Volume M-70 at Page 9353.

EXHIBIT A  
1 OF 1

[REDACTED]

That portion of the NW 1/4 of the SE 1/4 lying Easterly of the Railroad right of way in Section 17, Township 28 South, Range 8 East of the Willamette Meridian, in Klamath County, State of Oregon.

ALSO the SW 1/4 of the SE 1/4 of Section 17, Township 28 South, Range 8 East of the Willamette Meridian, in Klamath County, State of Oregon,

EXCEPTING THEREFROM that portion lying within the right of way of Southern Pacific Company.

TOGETHER WITH an Easement for ingress and egress to use the road in that certain Easement dated May 7, 1969, recorded June 7, 1969 as instrument No. 32570 in Volume M69 at Page 4757 from Boise Cascade Corporation to the United States of America with rights reserved and further conveyed to grantor by instrument dated April 1, 1976, recorded April 6, 1976 as instrument No. 12196 in Volume M76 at Page 4811 of Klamath County Records as such rights pertain to the utilization of Grantor's lands within the West 1/2 of Southeast 1/4 Section 17, Township 28, Range 8 East of the Willamette Meridian, in Klamath County, State of Oregon.

CODE 008; 050 MAP 2808-01700 TL 00400 KEY# 793403

CODE 050; 008 MAP 2808-01700 TL 00400 KEY# 87783

CODE 050 MAP 2808-01700 TL 00500 KEY# 87792

CODE 008 MAP 2808-01700 TL 00600 KEY# 87756

EXHIBIT

B

1

OF

1