

AFTER RECORDING, RETURN TO:

Arthur L. Swindler  
Vicki Swindler  
1408 Hope Street  
Klamath Falls OR 97603



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07/28/2008 09:15:52 AM

Fee: \$31.00

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### EASEMENT FOR ACCESS PURPOSES

This Easement Agreement is made by and between Arthur L. Swindler and Vicki Swindler, husband and wife, Grantors, and Edwin J. Vieira, Grantee.

#### RECITALS:

A. Grantors are the owners of the SW¼ NE¼ of Section 23, Township 36 South, Range 11 E., W.M.

B. Grantee is the owner of the W½ SE¼ NE¼ of Section 23, Township 36 South, Range 11 E., W.M.

C. Grantee desires to obtain from Grantors an easement 30 feet in width along the southerly boundary of Grantors' land for ingress and egress to Grantee's land.

The parties agree as follows:

1. Grant of Easement. Grantors do hereby grant and convey to Grantee an easement 30 feet in width contiguous with the southerly boundary of Grantors' land from the SW corner to the SE corner thereof. Said easement is personal to Grantee and is granted for the sole purpose of conveying access over and across Grantors' land to Grantee's land. Provided, however, that if the title to Grantee's land is conveyed or otherwise passes to Grantee's daughter, Michelle Sharp, Michelle Sharp shall have the same rights, responsibilities, and obligations as Grantee. This easement and the rights granted hereby shall benefit only that portion of the dominant estate owned by Grantee. Upon any division and subsequent transfer of any interest in the dominant estate to any third party, except Michelle Sharp, this easement and rights created hereby shall automatically terminate and shall not be used for the benefit of that portion of the dominant estate that is not owned by Grantee or his said daughter. This easement may be used for vehicular and pedestrian ingress and egress but for no other purpose.

2. Construction of Improvements. Grantee may, at any time, construct, reconstruct, maintain, and improve a roadway on the easement for Grantee and Grantors' benefit. Grantee shall be solely responsible and liable for all costs of development and maintenance of said easement, notwithstanding Grantors' future use of the easement. Grantors shall have no

responsibility or liability for payment of any portion of the costs of construction and maintenance of the easement road.

3. Maintenance and Repair. The cost of any periodic maintenance and necessary repairs to the roadway shall be borne solely by Grantee. Following construction of the roadway, Grantee shall maintain the road in a good and useful condition.

4. Indemnification. Grantee does hereby agree to indemnify and hold Grantors harmless from any damages or claims of damages relating to all activities, conditions, operations, and usage on or about the easement area by the Grantee, his successors, and assigns.

5. Consideration. This grant of easement is made for good and valuable consideration, receipt of which is hereby acknowledged by Grantors.

6. Grantors' Use of Easement. Grantors may make reasonable use of the easement for such purposes as Grantors may desire. Permitted, however, that Grantors' use of the easement shall not unreasonably restrict or interfere with Grantee's use of the easement.

7. No Warranty. Grantee accepts the easement premises in their "as is" condition. Grantors make no warranty or guarantee of the quality of the land, the stability of the land, or the fitness of the land for Grantee's intended use.

8. Breach of Obligations. If Grantee shall fail to perform his obligations under this agreement, Grantors shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law. Should Grantee's breach of his obligations under this agreement substantially interfere with or potentially cause injury or damage to Grantors or Grantors' land, Grantors may declare the easement terminated, in which event, Grantee shall promptly execute a Quitclaim Deed or other recordable instrument releasing Grantee's rights under this agreement.

9. Attorney's Fees. In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at arbitration, trial, or on appeal, as adjudged by the arbitrator, trial judge, or appellate court.

10. Entire Agreement. This document is the entire final and complete agreement of the parties and supersedes and replaces all prior or existing written or oral agreements or both between the parties and their representatives relating to the property.

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11. Effective Date. This agreement shall be effective upon the execution of the same by the parties.

Dated and executed this 23 day of July, 2008.

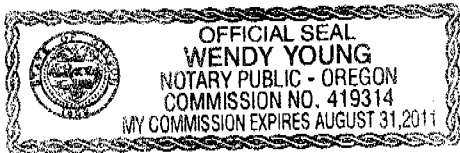
Arthur L. Swindler  
Arthur L. Swindler, Grantor

Vicki Swindler  
Vicki Swindler, Grantor

Edwin J. Vieira  
Edwin J. Vieira, Grantee

STATE OF OREGON, County of Klamath) ss.

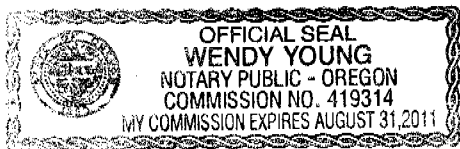
This instrument was acknowledged before me this 23 day of July, 2008 by Arthur J. Swindler.



Wendy Young  
Notary Public for Oregon  
My Commission Expires: 8.31.2011

STATE OF OREGON, County of Klamath) ss.

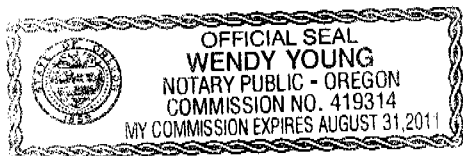
This instrument was acknowledged before me this 23 day of July, 2008 by Vicki Swindler.



Wendy Young  
Notary Public for Oregon  
My Commission Expires: 8.31.2011

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 23 day of July, 2008 by Edwin J. Vieira.



Wendy Young  
Notary Public for Oregon  
My Commission Expires: 8.31.2011

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