

2008-012525

Klamath County, Oregon



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09/08/2008 12:04:45 PM

Fee: \$26.00

Lydia Shaw  
7777 Tingley Ln  
Klamath Falls, Or  
97603

EASEMENT AGREEMENT

David L. Shaw and Lydia Dale Shaw, husband and wife, hereinafter jointly referred to as Grantors, hereby grant to Clyde J. Miller, hereinafter referred to as Grantee, and his successors and assigns, a perpetual, non-exclusive easement and right of way over a sixty (60) foot strip of land adjacent to, and northerly of, the south boundary line of that certain real property located in Klamath County, Oregon described on the attached Exhibit A. Said easement shall commence at the easterly right-of-way line of Tingley Lane and terminate at the westerly right-of-way of the C-4-e canal lateral.

The easement shall be for the benefit of, and appurtenant to, the property of Grantee located in Klamath County, Oregon described as:

A tract of land situate in the NW 1/4 NW 1/4 of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the West line of said Section 28, being located South 00° 01' 40" West 251.50 feet from a 5/8 inch iron pin marking the Northwest corner of said Section 28; thence South 89° 58' 20" East 756.58 feet to a 5/8 inch iron pin; thence North 00° 01' 40" East parallel to the West line of said Section 28 a distance of 200.00 feet; thence North 89° 58' 20" West 756.58 feet to the West line of said Section 28; thence South 00° 01' 40" West 200.00 feet to the point of beginning. EXCEPTING that portion along the Westerly side lying within the Tingley Road right of way.

The easement and right-of-way shall be utilized by Grantee for vehicular and pedestrian ingress and egress only. Grantee shall not have the right to park, load or unload any vehicle in the right-of-way, other than under emergency conditions. Use of the easement will be on a regular, non-exclusive, non-priority basis, benefiting both parties, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees. However, neither party's rights hereunder shall lapse in the event of that party's failure to use the easement on a continuous basis.

In consideration of this grant of easement, Grantee agrees to share in the cost of maintaining the easement in repair. The cost shall be in proportion to the use made of the easement by each holder of an interest in the easement, as described in ORS 105.175. If repairs or maintenance are required as a result of damage caused solely by one party, or its agents, employees, or invitees, the party responsible for such damage shall bear the sole cost of repair.

Each party shall cause the easement to be covered by its respective individual liability policy or the liability policy of any lessee and each shall indemnify and hold the other harmless from any loss, claim or liability arising out of the use of the easement by, or for the benefit of, such party.

Grantors, as owners of the real property, shall be responsible for all real property taxes assessed against the property underlying the easement, if any.

The easement granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees, or beneficiaries under a Deed of Trust to the same extent as the parties themselves.

The consideration consists of other value, which is the whole consideration.

IN WITNESS WHEREOF, the parties have executed this instrument this 6<sup>th</sup> day of September, 2008.

David L. Shaw  
David L. Shaw

Lydia Dale Shaw  
Lydia Dale Shaw

"Grantors"

State of Oregon                    )  
  ) ss.  
County of Klamath                )

On this 6<sup>th</sup> day of September, 2008, personally appeared David L. Shaw and Lydia Dale Shaw, each of whom are known or proved to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed said instrument as their voluntary act and deed.

Before me: Amber Dawn McDougale

Amber Dawn McDougale  
Notary Public for Oregon

