

WTC 89991-DS

EASEMENT MAINTENANCE AGREEMENT

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DENIS P. HICKEY, Jr. AND LANI R. HICKEY
SELLER

WILLIAM W. WALKER
BUYER

WILLIAM W. WALKER
PO Box 830
Merrill OR 97633
BUYER'S ADDRESS, ZIP

After recording return to:
Tricia M. Hill
PO Box 830
Merrill OR 97633

2011-003748

Klamath County, Oregon



00099165201100037480020028

03/18/2011 11:49:03 AM

Fee: \$42.00

Pursuant to ORS 105.175(2) the Seller, Denis P. Hickey, Jr and Lani R. Hickey, and the Buyer, William W. Walker and Jan M. Walker, agree to enter into an Easement Maintenance Agreement for the easement effecting the following-described real property situated in Klamath County, State of Oregon: Parcel 1, Parcel 2, Parcel 3 of Land Partition 10-10 as recorded in the Klamath County Clerks Office.

The parties agree the easement shall be maintained as follows: During such times there is joint use by the parties, each party shall contribute to the general maintenance and repair in proportion of their use and/or damage to the easement. During such times there is use by only one party, that party shall be solely responsible for the general maintenance and repair of the easement. Said general maintenance and repair shall occur at regular intervals to ensure the easement is at all times in a reasonable condition for the parties' use of the easement. Prior to the actual general maintenance and repair of the easement, the party performing the maintenance or repair shall notify the other party and they shall come to an agreement regarding the timing, method, and cost share of such maintenance or repair. Reimbursement for such costs shall be made within 30 days of the completion of the maintenance or repair.

The true consideration for this conveyance is other than monetary.

DATED the 16th day of March, 2011.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 378(2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).

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The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

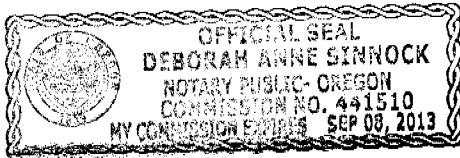
DATED this 16th day of March, 2011.

Denis P. Hickey, Jr.
Denis P. Hickey, Jr., Seller

Lani R. Hickey
Lani R. Hickey, Seller

STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me the 16th day of March, 2011, by Denis P. Hickey, Jr. and Lani R. Hickey.



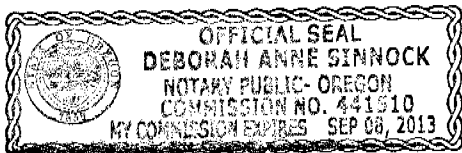
Deborah Sinnock
Notary Public for Oregon
My Commission Expires: 9-8-13

William W. Walker
William W. Walker, Buyer

Jan M. Walker
Jan M. Walker, Buyer

STATE OF OREGON, County of Klamath) ss.

The foregoing instrument was acknowledged before me the 17th day of March, 2011, by William W. Walker and Jan M. Walker.



Deborah Sinnock
Notary Public for Oregon
My Commission Expires: 9-8-13