

2011-008030

Klamath County, Oregon



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07/07/2011 02:46:40 PM

Fee: \$47.00

Ron Flodeen )  
 )  
 (Grantor) )  
 )  
 Larry Sutton )  
 PO Box 115 )  
 Chemult, OR 97731 )  
 (Grantee) )  
 )  
 After recording return to Grantee )

**EASEMENT**

This Easement and Right of Way agreement is made on June 20, 2011 by and between Ron Flodeen, as Grantor, and Larry Sutton as Grantee.

Ron Flodeen is the owner of the real property legally described as: A portion of the NW1/4SW1/4 of Section 28, Township 27 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 28, Township 27 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon; thence South along the East line thereof to the Westerly right of way line of U.S. Highway No. 97; thence Southerly along said right of way line to the South line of said Northwest quarter of the Southwest quarter of said Section 28; thence West 1250 feet, more or less, to the Southwest corner thereof; thence North 440 feet, more or less along the West line of said Section 28 to a point 880.00 feet South from the quarter corner on the West line of said Section 28; thence East 1260 feet, more or less, on a line parallel with the East-West center line of said Section 28 to a point Westerly and 20 feet perpendicular from said Westerly right of way line of said highway; thence Northerly on a line parallel with said right of way line to a point Westerly and 20 feet perpendicular from the East line of the Northwest quarter of the Southwest quarter of said Section 28; thence North parallel with said East line to the East-West center line of said Section 28; thence East 20 feet to the place of beginning.

Larry Sutton is the owner of the real property situated in Klamath County, Oregon and legally described as : Beginning at a point on the section line 440.00 feet South from the quarter corner on the West line of Section 28, Township 27 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon; thence South 440.00 feet along said Section line; thence East 1260 feet, more or less, on a line parallel with the East-West center line of said Section 28 to a point Westerly and 20 feet perpendicular from the Westerly right of way line of U.S. Highway No. 97; thence Northerly on a line parallel with said right of way line to a point Westerly and 20 feet perpendicular from the East line of the Northwest quarter of the Southwest quarter of said Section 28; thence North on a line parallel with said East line to the East-West center line of said Section 28; thence West 20 feet along section subdivision line; thence South on a line parallel with and 40 feet West from said East line of the Northwest quarter of the Southwest quarter of said Section 28 to a point Westerly and 40 feet perpendicular from the Westerly right of way line of said highway; thence Southerly on a line parallel with said right of way line to a point 440 feet South from the East-West center line of said Section 28; thence West 1270 feet, more or less, to the place beginning.

This easement covers a portion of Grantor's property used as a driveway, which abuts Grantee's driveway and is intended to give Grantee full access to Grantee's property.

For valuable consideration in the amount of \$5.00, the receipt of which is hereby acknowledged, and which includes the mutual promises of the parties herein, The Grantor grants to the Grantee, his heirs and assigns, a perpetual non-exclusive easement and right of way to go through, over, and across the following described portion of Grantor's property to provide ingress and egress to the Grantees' property. The easement is described as follows:

Beginning at the gate which is located 160 feet from the point where U.S. Highway 97's right of way ends and running perpendicular to U.S. Highway 97, there shall be a joint easement that is 30 feet wide, said width being split equally on each side between Grantor and Grantee's shared property line until the point where Grantee's land ends, continuing thence 30 feet wide along the same line across Grantor's property, to the point of entry to Highway 97. The entire easement consists of 160 feet more or less.

**Maintenance.** Maintenance and improvements will be incurred whenever necessary to maintain the easement in top operating condition at all times and to insure the provision of safe and reasonable access. All road maintenance and road improvements shall be performed with reasonable workmanship and in accordance with any applicable city or county ordinance. Costs of all maintenance shall be split equally between the parties. Prior to maintenance being performed, the parties shall notify each other of the planned maintenance and its associated costs. Maintenance costs in excess of \$100.00 shall be agreed upon by all parties prior to beginning work.

**Parking.** Parking shall not be permitted in the area of the easement if such parking would in any inhibit access to Grantee's property across the easement.

**Indemnification.** Grantor and our heirs and successors in title, shall defend, indemnify and hold Grantee, its successors, agents, and invitees, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantor, its successors, agents and invitees.

Grantee and our heirs and successors in title, shall defend, indemnify and hold Grantor, its successors, agents, and invitees, harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its successors, agents and invitees.

**Attorney Fees.** In the event that an action or suit is brought to enforce any of the terms of this agreement, the prevailing party, in addition to costs and disbursements, shall be entitled to their attorney fees up to and including all fees at trial, and on appeal, if any.

DATED this 20th day of June, 2011.

Ron Flodeen  
Ron Flodeen, Grantor

Dated this 1st  
Day of July.  
2011

Larry Sutton  
Larry Sutton, Grantee

STATE OF OREGON,           )  
  ) ss  
County of Klamath         )

This instrument was acknowledged before me on June 27th 2011, by Ron Flodeen

Alice L. Bishop  
Notary Public for Oregon  
My commission expires August 19, 2014



STATE OF OREGON,           )  
  ) ss  
County of Klamath         )

This instrument was acknowledged before me on July 1, 2011 by Larry Sutton.



Alice L. Bishop  
Notary Public for Oregon  
My commission expires August 19, 2014