

WCL 90478-KR

2011-008323

Klamath County, Oregon



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07/15/2011 02:54:50 PM

Fee: \$52.00

After Recording:

Ronald S. Yockim

P.O. Box 2456

Roseburg, OR 97470

EASEMENT AGREEMENT

In consideration of payment in the amount of \$One & no/100 dollars (\$ 1.00) lump sum and the provisions herein, Ambrose McAuliffe and Susan McAuliffe, husband and wife, (hereinafter "McAuliffe") hereby grant and convey unto Brian E. Allen and Sharon M. Allen (hereinafter "Allen") a permanent, non-exclusive right of way easement (hereinafter referenced as easement") being 10 feet on either side of the centerline of the existing road extending from the Crater Lake Highway to the northern boundary of Section 35, as it crosses the following described property:

Township 33 South, Range 7½ East, W.M., Klamath County, Oregon.
Section 26: SW¼

Said Easement as more fully depicted on the attached Exhibit "A"

The Easement is subject to the following terms and conditions:

1) This Easement is conveyed for the purpose providing access to; and, shall be appurtenant to and shall run with the following describe property:

Township 33 South, Range 7½ East

Section 35: W½NE¼

Section 35: E½ NW¼ lying East of the State Highway, less that portion deeded to Timothy Keneally recorded December 2, 1964 in book 358 at Page 38, Deed Records of Klamath County, Oregon.

2) Allen agrees to share in the roadway maintenance in proportion to their respective use.

3) Allen agrees to defend, hold harmless and indemnify McAuliffe, their agents, successors and assigns from any loss, claim, or liability arising out of Allen's use of the easement and right-of-way described herein.

4) Allen assumes all risks arising out of Allen's use of the easement and McAuliffe shall have no liability to Allen, nor to Allen's permittees, invitees, agents, employees, or any independent contractor hired by Allen, for any damage whatsoever resulting from any condition existing upon the easement.

529WCL

- 5) McAuliffe reserves the right to use the Easement for all purposes which do not substantially interfere with Allen's enjoyment of the rights granted by this Easement. It is expressly agreed that the use of the Easement to access the Rodear Arena for purposes and/or events therein does not constitute substantial interference.
- 6) Allen will protect McAuliffe's improvements from damage by Allen's operations.
- 7) Unless the parties hereto agree in writing to share the cost of improvements to the easement, or reconstruction in advance of such improvements or reconstruction being made, the cost shall be borne solely by the party desiring such improvement.
- 8) Any capital investment made by Allen to the roadway shall not constitute ownership of the real property or improvements involved in the right-of-way easement.
- 9) This easement is appurtenant to the property of Allen and shall run with the land.

IN WITNESS WHEREOF the parties hereto executed this instrument, in triplicate as of the day and year first written above.

Ambrose McAuliffe
AMBROSE MCAULIFFE

Brian E. Allen
BRIAN E. ALLEN

Susan McAuliffe
SUSAN MCAULIFFE

Sharon M. Allen
SHARON M. ALLEN

STATE OF OREGON)
) ss.
County of Klamath)

July 8, 2011
~~June~~

Personally appeared the above named AMBROSE MCAULIFFE, and acknowledged the foregoing instrument to be his voluntary act and deed.



Kristi L. Redd
Notary Public of Oregon
My Commission Expires: 11/16/2011

STATE OF OREGON)
) ss.
County of Klamath)

July 8, 2011
~~June~~

Personally appeared the above named SUSAN MCAULIFFE, and acknowledged the foregoing instrument to be her voluntary act and deed.



Kristi L. Redd
Notary Public of Oregon
My Commission Expires: 11/16/2011

STATE OF OREGON)
) ss.
County of Klamath)

July 11, 2011
~~June~~

Personally appeared the above named BRIAN E. ALLEN, and acknowledged the foregoing instrument to be his voluntary act and deed.



Kristi L. Redd
Notary Public of Oregon
My Commission Expires: 11/16/2011

STATE OF OREGON)
) ss.
County of Klamath)

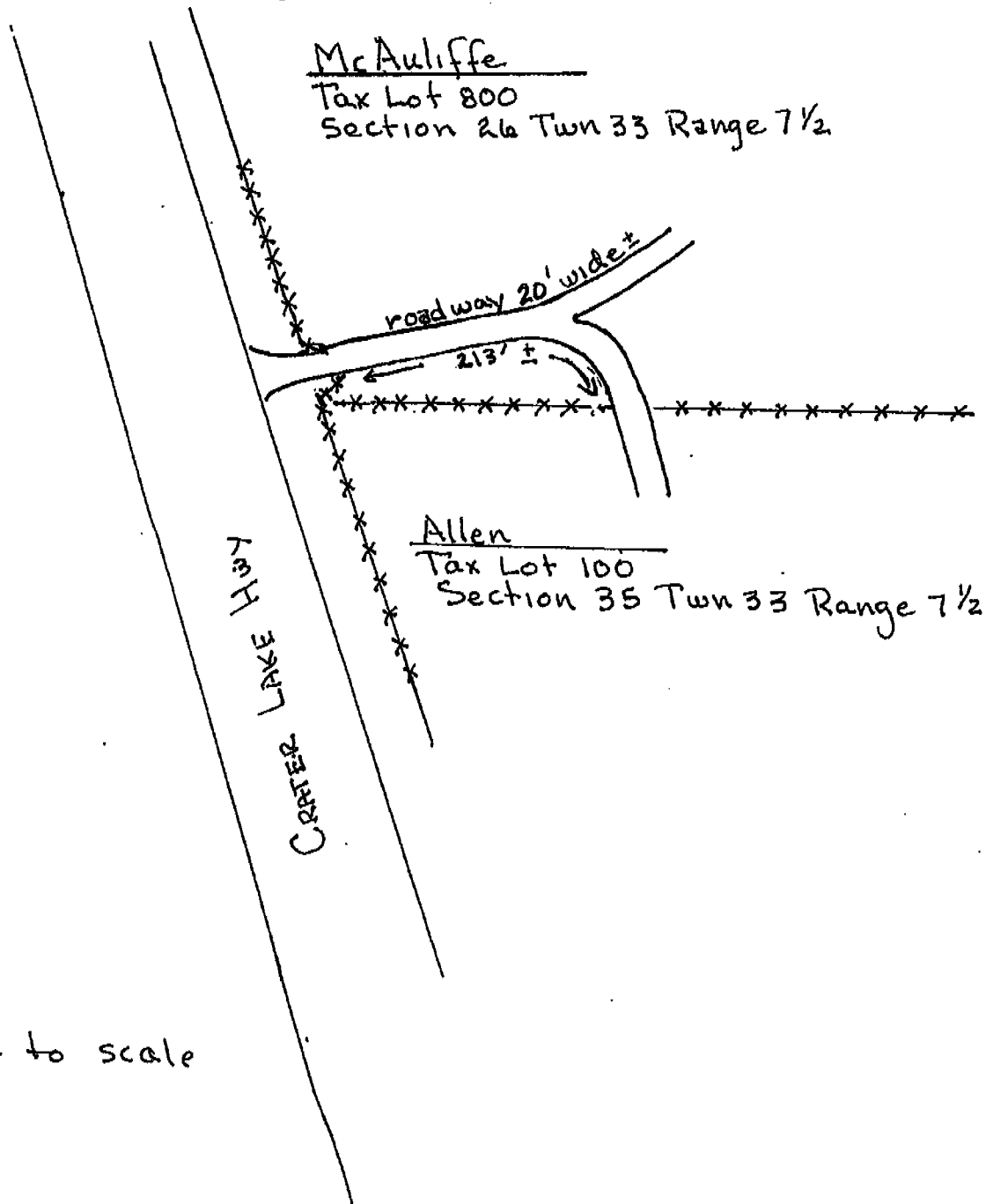
July 13, 2011
~~June~~

Personally appeared the above named SHARON M. ALLEN, and acknowledged the foregoing instrument to be her voluntary act and deed.



Kristi L. Redd
Notary Public of Oregon
My Commission Expires: 11/16/2011

EASEMENT AGREEMENT LOCATION MAP
MCAULIFFE TO ALLEN
EXHIBIT "A"



Not to scale