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2022-008462

Klamath County, Oregon



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07/12/2022 10:16:49 AM

Fee: \$102.00

RETURN TO:

Brandsness, Brandsness & Rudd, P.C.
Attorneys at Law
411 Pine Street
Klamath Falls, OR 97601

Grantor:

Jeanette L. Fry
P.O Box 135
Sprague River, OR 97639

Grantee:

Arthur L. Fry
P.O. Box 135
Sprague River, OR 97639

Consideration: \$0.00

EASEMENT

THIS AGREEMENT, made and entered into this 8th day of July, 2022, by and between Jeanette L. Fry, hereinafter called Grantor, and Arthur L. Fry, hereinafter called Grantee:

WITNESSETH

WHEREAS, Grantor is the record owner of real property in Klamath County, State of Oregon, legally described on the attached Exhibit A (the "Grantor's Property"), and has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantee, his heirs, successors, and assigns, a perpetual non-exclusive easement across the easterly 30 feet of Grantor's Property to construct utility lines and an access road.

The terms of this easement are as follows:

1. Grantee, his agents, independent contractors, and invitees shall use the easement for utility line access and road purposes only, for access to the property described on the attached Exhibit B (the "Grantee's Property") and in conjunction with such use may construct, reconstruct, maintain, and repair a road and utility services thereon.

2. Grantor reserves the right to use, construct, reconstruct and maintain the road and utility lines located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantor's right of use shall be dominant.

3. Grantor reserves the right to relocate the road and utility lines at any time and in such case shall reconstruct a road and relocate the utility lines at such new location in as good or better condition as existed at the prior location. If the road and utility lines are relocated, Grantor

may record an instrument indicating the relocated road and utility easement and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original easement. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantor.

4. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees' use of the easement. Grantee assumes all risks arising out of his use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of Grantee's Property, as further described on the attached Exhibit B.

6. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee. Said easement may be terminated upon written agreement by Grantor and Grantee, their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

8. **Miscellaneous.**

8.1 This Agreement may be amended only by an instrument in writing executed by all the parties.

8.2 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

8.3 Electronic and Facsimile Signatures. This Agreement may be executed via Electronic or facsimile transmission in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84 and of any signed original document, and retransmission of any signed electronic or facsimile transmission (including pdf or any electronic signature complying with the U.S. Federal E-Sign Act of 2000, e.g. www.codusign.com). Such delivery will be the same as delivery of an original. At the request of any party, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

8.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

8.5 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

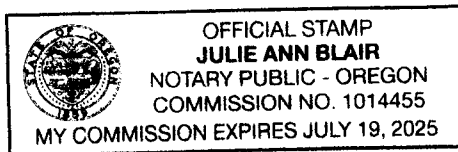
8.6 Exhibits. The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 8th day of July, 2022.


Jeanette L. Fry
Jeanette L. Fry, Grantor

STATE OF OREGON)) ss.
County of Klamath)

Personally appeared before me this 8th day of July, 2022 the above-named Jeanette L. Fry, Grantor, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

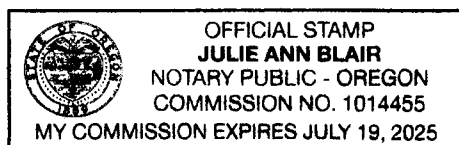


Notary Public for Oregon
My Commission expires: 07/19/2023


Arthur L. Fry, Grantee

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 8^A day of July 2022, the above-named Arthur L. Fry, Grantee, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Notary Public for Oregon
My Commission expires: 07/27/2025

Exhibit A

The W1/2 NE 1/4 NW1/4 of Section 15, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, excepting therefrom that portion thereof lying in Skeen Ranch Road.

Exhibit B

The N1/2 SE1/4 NW1/4 of Section 15, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon