

Shay lot

**EASEMENT AGREEMENT FOR ACCESS ROADWAY**

**After Recording Return To:**

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This Easement Agreement (“Agreement”) is made effective as of \_\_\_\_\_, 2026, by and between:

Shay Myers or Nicole Myers (“Grantor”)

and

**Buyer 1** (“Grantee”)

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**1. Grant of Easement**

Grantor hereby grants and conveys to Grantee a **perpetual, non-exclusive easement** for ingress, egress, and access over and across Grantor’s property.

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**2. Easement Location**

The easement consists of a roadway running from **foothill drive** , across Grantor’s property, to Grantee’s homesite.

A legal description shall be attached as **Exhibit A**.

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**3. Purpose**

This easement is for:

- Vehicular and pedestrian access
- Residential use
- Construction and maintenance
- Utilities and services
- Access by guests, contractors, and emergency services

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EXHIBIT # 10

#### 4. Non-Exclusive and Shared Use

This easement is **non-exclusive** and shared:

- Grantor retains full rights to use the easement
  - Grantor may allow additional users
  - Grantee shall not interfere with shared use
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#### 5. Restrictions on Transfer

- This easement is appurtenant to Grantee's property
  - It **may not be sold, assigned, or transferred without prior written consent of Grantor**
  - It may not be separated from the benefited property
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#### 6. No Obstruction

Grantee shall not block, gate, restrict, or otherwise interfere with Grantor's use of the easement.

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#### 7. Maintenance, Snow Removal, and Upkeep

Grantee shall be solely responsible for:

- All maintenance and repairs
  - **Snow removal**
  - Keeping the roadway safe and passable year-round
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#### 8. Insurance

Grantee shall:

- Maintain liability insurance covering the easement
  - Provide proof of insurance upon request
  - Name Grantor as additional insured if requested
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#### 9. Improvements

Grantee may make reasonable improvements, provided:

- No unreasonable burden is placed on Grantor
  - Major changes require prior written approval
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#### **10. Utilities**

Grantee may install utilities within the easement area, subject to applicable laws and Grantor approval.

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#### **11. Agricultural Protection**

Grantee shall not interfere with Grantor's:

- Farming operations
  - Grazing operations
  - Irrigation or agricultural infrastructure
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#### **12. Term**

This easement is **perpetual** and runs with the land.

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#### **13. Indemnification**

Grantee agrees to indemnify and hold Grantor harmless from any claims arising from use of the easement.

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#### **14. Governing Law**

This Agreement shall be governed by the laws of the **State of Oregon**.

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#### **15. Entire Agreement**

This document constitutes the entire agreement between the parties.

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**IN WITNESS WHEREOF**

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**GRANTOR:**

Shay Myers or Nicole Myers

By: Shay  
Name: Shay Myers  
Title: Owner  
Date: 3-23-2026

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**GRANTEE:**

Buyer 1

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

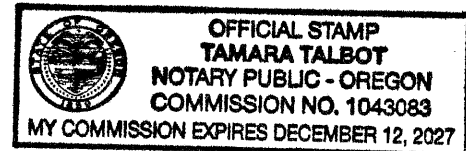
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**OREGON NOTARY ACKNOWLEDGMENT (GRANTOR)**

State of Oregon  
County of Malheur

This instrument was acknowledged before me on 23<sup>rd</sup> day of March, 2026,  
by Shay Myers,  
as Owner,  
on behalf of Shay Myers or Nicole Myers

Notary Public – State of Oregon: Jamara Talbot  
My Commission Expires: 12/12/2027



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**OREGON NOTARY ACKNOWLEDGMENT (GRANTEE)**

State of Oregon  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_ (Buyer 1).

Notary Public – State of Oregon: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_