

EASEMENT AGREEMENT FOR ACCESS ROADWAY

After Recording Return To:

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

Froerer Family Partnership (“Grantor”) and
Buyer 1 (“Grantee”)

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.

2. Easement Location

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

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

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

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.

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.

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.

13. Indemnification

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

14. Governing Law

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

15. Entire Agreement

This document constitutes the entire agreement between the parties.

IN WITNESS WHEREOF

GRANTOR:

Froerer Family partnership

By: [Signature]
Name: Robin Froerer
Title: Member
Date: 3-23-26

GRANTEE:

Buyer 1

By: _____
Name: _____
Date: _____

OREGON NOTARY ACKNOWLEDGMENT (GRANTOR)

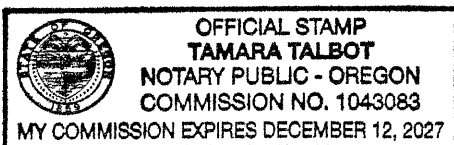
State of Oregon
County of Malheur

This instrument was acknowledged before me on 23rd day of March, 2026,
by [Signature],
as member,
on behalf of Froerer family partnership inc.

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

OREGON NOTARY ACKNOWLEDGMENT (GRANTEE)

State of Oregon
County of Malheur



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

Notary Public – State of Oregon: _____

My Commission Expires: _____