

8660

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16273

THIS EASEMENT AGREEMENT dated December 29, 1975, between W. F. DEAN and GLADYS DEAN, husband and wife, hereinafter called "DEAN" and MILDRED D. BERGEN, formally MILDRED D. CUNNINGHAM, hereinafter called "BERGEN":

W I T N E S S E T H:

DEAN hereby grants and conveys to BERGEN an easement across and upon the real property situate in Klamath County, Oregon, described in Exhibit "1", for the benefit of the real property situate in Klamath County, Oregon, described in Exhibit "2", upon the following terms and conditions:

1. Such easement shall be for ingress to and egress from parcel 2. Such easement shall be non exclusive. The term "ingress and egress" shall not include any farming or grazing of cattle by BERGEN.
2. DEAN may clear all existing structures, trees and debris from the above described Parcel 1 and may construct whatever roadway thereon, or install such fencing thereof, as DEAN may require.
3. Any roadway desired or required by BERGEN superior to that constructed by DEAN, if any, shall be constructed by BERGEN at BERGEN'S expense.
4. Whatever roadway is constructed shall be for the joint use of DEAN and BERGEN and each shall share the cost of maintenance and repair of said roadway in proportion to use. Prior to any party doing any maintenance or repair work, such party shall give the other written notice of such proposed work, the cost thereof, and proportionate share of the cost. If either party objects to the proposed work, or proportionate share of the cost thereof, the controversy shall be resolved by arbitration pursuant to the rules of the American Arbitration Association if not otherwise resolved.
5. DEAN reserves the right at any time to dedicate Parcel 1 as a public road or convey the same to Klamath County or the State of Oregon, as the case may be.
6. Failure of BERGEN to observe or perform any condition or term of this easement shall be deemed to entitle DEAN to immediate injunctive relief, without bond, and ex parte, together with damages as may be assessed by a court of competent jurisdiction after a hearing on the merits. This remedy

JAG:cd Easement Agreement
12/3/75 Page 1

WITNESS
here first at
W.F.D.
W. F. DEAN
Gladys

shall not be the sole or exclusive remedy of DEAN, and DEAN shall be entitled to such other relief or remedy as shall be allowed by law, or in equity.

7. Any notice by either party to the other in connection with this easement shall be deemed to have been fully given when written and deposited in a sealed envelope in the United States Mail as registered mail with postage prepaid, and addressed to the party to receive the same at the following addresses:

TO BERGEN: P.O. Box 73
Forest Ranch, California 95942

TO DEAN: 8840 Arant Road
Klamath Falls, Oregon 97601

Either party may change his address by giving the other party written notice of the new address in the same manner as the giving of notice itself.

8. This easement shall run with the above described real property and shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

9. Exhibits "1" through "2" attached hereto are incorporated into this easement as though fully set forth at the place in this easement at which reference to such exhibit is made.

10. The singular shall include the plural, the neuter shall include the masculine and the feminine, and the masculine the feminine and neuter, whenever the context shall require. This easement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it.

WITNESS the hands and seals of the parties hereto today and here first ~~above~~ written.

W. F. Dean

Mildred D. Bergen
MILDRED D. BERGEN nee CUNNINGHAM

Gladys Dean
GLADYS DEAN

STAT
Coun

appeared
the f

(SEAL)
STATE OF
County of

On 11/1/54
appeared
acknowledged

16275

STATE OF OREGON)
) ss.
County of Klamath)

On this 29 day of December, 1975, personally
appeared the above named W. F. DEAN and GLADYS DEAN, and acknowledged
the foregoing instrument to be their voluntary act and deed.

Before me:

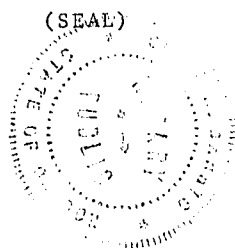


W. G. Bat
Notary Public for Oregon
My commission expires: 10-12-79

STATE OF)
) ss.
County of)

On this 29 day of December, 1975, personally
appeared the above named MILDRED D. BERGEN nee CUNNINGHAM and
acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:



W. G. Bat
Notary Public for
My commission expires: 10-12-79

*Return:
T/A
clerk*

16276

The following described real property situate in Klamath County,
Oregon:

Township 39 South, Range 10 East of Willamette Meridian:

Section 6: Westerly 30' of SE $\frac{1}{4}$ SE $\frac{1}{4}$.

EXHIBIT "1"

W.P.D.
vs M.N.O

75 DEC 27 1962

16277

The following described real property situate in
Klamath County, Oregon:

Township 39 South, Range 10 East of Willamette Meridian:

Section 6: N $\frac{1}{2}$; N $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ SE $\frac{1}{4}$.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.

3:53

this 29th day of DECEMBER A.D. 1975 at 7 o'clock P. M.

duly recorded in Vol. M 75, of DEEDS on Page 16273

FEE \$ 15.00

Wm D. MILNE, County Clerk

By Hazel D. Milne

EXHIBIT "2"

M. H. B.
W. F. R.
S. S.

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75 DEC 29 PM 3 53

Marlene T. A.
Notary Public