

AGREEMENT

THIS AGREEMENT Made this 15th day of November, 1976, by and between
QUENTIN D. STEELE and DONNA L. STEELE, husband and wife, hereinafter
called "Steele", FRANCIS LILLY and LUCILLE M. LILLY, husband and wife,
hereinafter called "Lilly", GLENN E. BALDWIN and JUDY A. BALDWIN,
husband and wife, hereinafter called "Baldwin", and MARIAM GERBER,
personal representative of the Estate of Henry C. Gerber, deceased,
hereinafter called "Gerber";

W I T N E S S E T H:

WHEREAS, a dispute has arisen between parties as to the right of
access of Steele, Lilly, and Baldwin of the real property owned by
Gerber; and,

WHEREAS, Steele has requested a zone variance on a portion of that
property which he owns in Section 36, Township 39 South, Range 12 East
of the Willamette Meridian, which change Gerber has objected to; and,

WHEREAS, each of the parties desires to resolve their differences
and wishes to memorialize in this agreement their agreement with
reference to such resolution;

NOW, THEREFORE, it is hereby agreed as follows:

1. In consideration of the covenants and agreements of Steele, as
hereinafter set forth, Gerber does hereby agree to withdraw the objections
to the zone variance requested by Steele.

2. Gerber hereby grants unto each of Steele, Lilly, and Baldwin
and their heirs, successors, and assigns a perpetual, nonexclusive ease-
ment over the following described property as excess to, in the case of
Quentin Steele, the property which Steele owns in Section 35 and
Section 36 of Township 39 South, Range 12 East, Willamette Meridian; in
the case of Lilly, the property which Lilly owns in Section 36, Township
39 South, Range 12 East, Willamette Meridian; and in the case of Baldwin,
to the property to which Baldwin is presently purchasing from Steele in
Section 36, Township 39 South, Range 12 East, Willamette Meridian. Said
easement is more particularly described as follows:

1 A strip of land 20 feet in width lying along the west boundary of
2 the property owned by Gerber of Section 36, Township 39 South, Range 12
3 East of the Willamette Meridian, situated in Klamath County, Oregon.

4 3. Gerber shall have no obligation to the repair, maintenance, or
5 upkeep of said easement, nor any other cost related thereto, except as
6 caused by Gerber by Gerber's intentional act or active negligence.

7 4. Steele, Lilly, and Baldwin shall construct a fence along the
8 east boundary of the above described easement. Said fence shall be con-
9 structed of heavy toothed steel posts placed on 15 foot centers with
10 five strands of barbed wire, said barbed wire having stays, two stays
11 placed between each center post. In the course of construction Steele,
12 Lilly, and Baldwin shall provide a wire gate at the south end of said
13 fence and at the point approximately midway along said fence line at
14 which the pump is located.

15 5. After the construction of the fence described in paragraph 4,
16 Steele, Lilly and Baldwin shall have no obligation to repair and maintain
17 the same except as so far as to damage caused thereto by the intentional
18 act or active negligence of Baldwin, Lilly, or Steele. Gerber shall have
19 no liability to Baldwin, Lilly, or Steele for damage done to property
20 of any of them by cattle, unless said cattle escape
21 through said fence as a direct result of an act of negligence of Gerber.

22 6. Steele and Gerber hereby agree that the responsibility for
23 repair, maintenance and upkeep of the fence line which separates their
24 property in Section 35, and Section 36 of Township 39 South, Range 12,
25 East, Willamette Meridian shall be the responsibility and cost borne as
26 follows:

27 a. Steele shall be responsible for the one-half of the fences
28 west of the easement granted in paragraph 6 above lying next westerly
29 of said easement and to the one-half of the fence lying east of said
30 easement which is next east of said easement.

31 b. The other one-half of the fence shall be the responsibility
32 of Gerber.

33 7. This agreement shall be binding upon the heirs, successors, and
34 assigns of each of the parties hereto.

8. In the event action or suit is brought to enforce or construe the terms or provisions of this agreement, the prevailing party shall be entitled to payment of its cost and attorney fees including attorney fees on appeal, if any.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.

Quentin D. Steel
Quentin D. Steel

Monna L. Steel

Francis Lilly
Francis Lilly

Lucille M. Lilly

Alan E. Baldwin

Judy A. Baldwin

Mariam W. Gerber
Mariam Gerber, Personal Representative
of the Estate of Henry C. Gerber,
Deceased.

STATE OF OREGON)
) ss.
County of Klamath)

On this 15th day of November, 1976, personally appeared the above named Mariam Gerber, who is the Personal Representative of the Estate of Henry C. Gerber, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Alameda E. Giacomini
Notary Public for Oregon
My Commission expires: Aug 5, 1978

19746

Please return recorded
instrument to Giacomini,
Jones & Zamsky, Attys
635- Main St
Klamath Falls, Or

STATE OF OREGON)
County of Klamath) ss.

November 16, 1976

Personally appeared DONNA L. STEELE, known to me to
be the person whose name is subscribed to the within instrument
and acknowledged that she executed the same for the purpose
therein contained.

Quentin W. Steele
Notary Public for Oregon
My commission expires: 9-1-79

STATE OF OREGON)
County of Klamath) ss.

November 16, 1976

Personally appeared FRANCIS E. LILLY and LUCILLE M
LILLY, known to me to be the persons whose names are subscribed
to the within instrument and acknowledged that they executed the
same for the purpose therein contained.

Quentin W. Steele
Notary Public for Oregon
My commission expires: 9-1-79

STATE OF OREGON)
County of Klamath) ss.

November 16, 1976

Personally appeared GLENN E. BALDWIN and JUDY W. BALDWIN
known to me to be the persons whose names are subscribed to the
within instrument and acknowledged that they executed the same for
the purpose therein contained.

Quentin W. Steele
Notary Public for Oregon
My commission expires: 9-1-79

STATE OF OREGON)
County of Klamath) ss.

November 16, 1976

Personally appeared QUENTIN D. STEELE known to me to be
the person whose name is subscribed to the within instrument and
acknowledged that he executed the same for the purpose therein
contained.

Betty Crank
Notary Public for Oregon
My commission expires: 6-18-80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 8th day of
DECEMBER A.D., 19 76 at 2:30 o'clock P. M., and duly recorded in Vol M 76,
of DEEDS on Page 19743.

FEE \$ 12.00

WM. D. MILNE, County Clerk

By *Hazel Dray* Deputy