

EASEMENT.

THIS AGREEMENT, Made and entered into this 27 day of June, 1977, by and between EDWIN K. VIEIRA and BONNIE B. VIEIRA, husband and wife, hereinafter referred to as Grantors, and JOHN BACKMAN and LAURA BACKMAN, husband and wife, hereinafter referred to as Grantees;

WHEREAS, The parties hereto did enter into a prior agreement that a certain road running in a generally northerly direction through Section 23, Township 36 South, Range 11 East, W.M. should be abandoned in order to allow for better farming practices; and

WHEREAS, The parties agreed that the Grantees hereunder should have access over the southerly portion of the Grantors' land; and

WHEREAS, The parties now wish to execute a proper easement, Now, Therefore, IT IS AGREED AS FOLLOWS:

EDWIN K. VIEIRA and BONNIE B. VIEIRA, husband and wife, Grantors, DO HEREBY GRANT unto JOHN BACKMAN and LAURA BACKMAN, husband and wife, Grantees, a non-exclusive, perpetual easement for in gress and egress over the road now constructed on the South boundary of the Grantors' property, situated on the dike now in existence and extending from the West boundary of Section 14 to a point where the road to be abandoned intersects the South boundary of said Section 14 in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, thence, along the old road to the boundary of the Backman property, which is the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14.

This easement is for the benefit of the land of the Grantees described as the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 14, and the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 13, all in Township 36 S., R. 11 E., W.M.; and the easement granted herein shall run with the land benefitted thereby for the use and benefit of the various owners of said land, their heirs, successors and assigns.

The Grantees herein, their heirs, successors and assigns, in acceptance of the grant of the easement, do hereby agree to maintain said easement on a prorata basis and to share the cost and expense of maintaining said easement in a reasonable manner as is necessary for the enjoyment of such rights.

IN WITNESS WHEREOF, The Grantors have executed this agreement the day and year first hereinabove written.

STATE OF OREGON, County of Klamath ss.

June 27, 1977, Personally appeared EDWIN K. VIEIRA and BONNIE B. VIEIRA, Grantors, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

EASEMENT.

et v

PROCTOR & PUCKETT
ATTORNEYS AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

Notary Public for Oregon.

My Commission Expires: 1/25/80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 4th day of October A.D., 1977 at 1:54 o'clock P M., and duly recorded in Vol. M77 of Deeds on Page 18885.

FEE \$3.00

WM. D. MILNE, County Clerk

By Bennetha J. Letch Deputy