

AGREEMENT CREATING EASEMENT

THIS AGREEMENT, made this 19 day of MAY, 1981, by and between THEODOOR M. JENS, of Vista, California, hereinafter called Grantor, and MR. and MRS. JOHN WALLACE PLEMONS, of Beatty, Oregon, hereinafter called Grantees,

W I T N E S S E T H:

Grantor is the owner of that certain real property situated in Klamath County, Oregon, more particularly described as follows:

East one-half Southwest one-quarter, Southwest one-quarter Southwest one-quarter, Southeast one-quarter, and all that portion of the Northeast one-quarter Northwest one-quarter and South one-half Northwest one-quarter, lying Southeasterly of Highway 140 in Section 29; Northeast one-quarter Northeast one-quarter and Southeast one-quarter Northeast one-quarter of Section 32; all in Township 36 South, Range 12 East Willamette Meridian,

hereinafter called "servient property".

Grantees are the contract purchasers of that certain property situated in Klamath County, Oregon, more particularly described as:

South one-half of Section 32, Township 36 South, Range 12 East Willamette Meridian, and Government Lots 1 and 2 and the Northeast one-quarter of Section 5, Township 37 South, Range 12 East Willamette Meridian,

hereinafter called "dominant property".

Grantor and Grantees believe that the owners of the dominant property, by color of title, have easements over and across the various roads now existing on the servient property, and it is the desire of Grantor and Grantees that one roadway and utility easement be established over and across the servient property for the benefit of the dominant property in lieu of all other easements; now, therefore,

Grantor and Grantees further agree to the following terms and conditions:

(1) Grantor hereby grants and conveys to Grantees, their heirs, successors and assigns, a perpetual non-exclusive appurtenant easement for roadway and utility services over, across and upon the existing roadway route upon the servient property which road is located approximately as shown in red on the attached Exhibit "A".

(2) The roadway easement shall be thirty (30) feet in width, together with an additional ten (10) foot width adjoining the thirty (30) foot roadway width for construction and maintenance of utility services.

(3) Grantor reserves the right at all times to use said roadway and utility easement in a manner that will not unreasonably interfere with the rights herein granted Grantees.

(4) Grantor agrees to execute all documents necessary or required by Pacific Power and Light Company, a corporation, and Beaver State Telephone Company, or either of them, for construction and maintenance of an electric transmission and distribution line of one (1) or more wires and all necessary or desirable appurtenances, including telephone and telegraph wires, towers, poles, props, guys, anchors, and other supports, and the right to place all or any part of such line underground, under, along and across the ten (10) foot easement herein described, together with the right to use the roadway easement herein described for access to said utility services.

(5) As consideration for the granting of the easement herein described, Grantees agree to improve the roadway easement as follows: (a) Grade thirty (30) foot wide right of way and apply four (4) inches of rock on a ten (10) foot wide crown in the approximate middle of said roadway right of way; (b) Install drain culverts, cattle guards, and wire gates at such locations as Grantees may deem necessary or desirable for the benefit of Grantor and Grantees; (c) Grantees hereby relinquish and give up all other roadway easements to which they have an interest by color or title or otherwise over and across the servient property herein described.

(6) Grantor and Grantees agree that if all or any portion of the roadway easement herein described is used exclusively by Grantor or Grantees, the user shall be responsible for the entire maintenance of said portion of the roadway easement; however, to the extent that the roadway easement is subjected to joint use, the user shall be responsible for maintenance of said roadway easement in proportion to their respective use of such road.

(7) Grantor and Grantees have inspected Exhibit "A", attached hereto and by this reference made a part hereof, and are fully satisfied that the route of said easement is satisfactorily determined and agreed upon and that no survey shall be required. Grantor and Grantees have signed Exhibit "A" acknowledging such agreement.

(8) Grantor and Grantees agree that there is no time limit within which utility services must be requested by either Grantor or Grantees.

(9) In the event that Grantees fail to complete the purchase transaction of the dominant property herein described, then and in such event, this agreement shall be null and void and of no force or effect.

(10) Grantor and Grantees hereby acknowledge that no representations, nor warranties expressed or applied, have been made by Grantor and Grantees, except as may be specifically provided herein.

THIS EASEMENT IS EXECUTED FOR THE PURPOSE OF CORRECTING THAT CERTAIN EASEMENT DATED THE 5TH DAY OF JUNE 1980, RECORDED JULY 2, 1980, IN VOLUME M80, PAGE 12256, RECORDS OF KLAMATH COUNTY, OREGON, SAID EASEMENT HAVING AN ERROR IN THE PROPERTY DESCRIPTIONS.

GRANTOR:

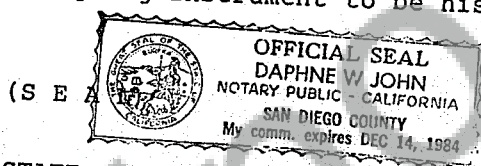
Theodor M. Jens
Theodor M. Jens

GRANTEES:

John Wallace Plemons
Mr. John Wallace Plemons
Mrs. John Wallace Plemons
Mrs. John Wallace Plemons

STATE OF CALIFORNIA)
County of San Diego) ss.

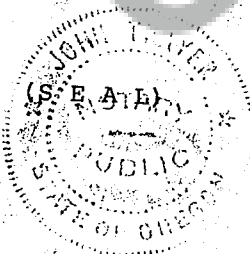
Before me this 19 day of May, 1981, personally appeared the above-named THEODOOR M. JENS, and acknowledged the foregoing instrument to be his voluntary act and deed.



Daphne W. John
Notary Public for California
My Commission Expires: 12/14/84

STATE OF OREGON)
County of Klamath) ss.

Before me this 28TH day of May, 1981, personally appeared the above-named MR. and MRS. JOHN WALLACE PLEMONS, and acknowledged the foregoing instrument to be their voluntary act and deed.



John Thayer
Notary Public for Oregon
My Commission Expires: 12-17-83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____
this 1st day of June A.D. 19 81 at 11:36 clock A.M., and
duly recorded in Vol. M81, of Deeds on Page 9693

RETURN TO:

Michael L. Brant
325 Main Street
Klamath Falls, Oregon 97601

Fee \$10.00

EVELYN BIEHN, County clerk
By Evelyn A. Biehn