

AGREEMENT CREATING EASEMENT

THIS AGREEMENT made this 24 day of February, 1984, by and between GERALD M. BRIGGS, Grantor, and FRANK D. THOMPSON and JOHN P. RIHA, Grantees.

Grantor owns real property situated in Klamath County, Oregon, more particularly described as follows:

East one-half west one-half Northeast one-quarter, Section 27, Township 36 South, Range 11 East Willamette Meridian, Klamath County, Oregon

Grantees own real property situated in Klamath County, Oregon, more particularly described as follows:

West one-half West one-half Northeast one-quarter, Section 27, Township 36 South, Range 11 East Willamette Meridian, Klamath County, Oregon

It is necessary for Grantees to travel over and across Grantor's land for ingress to and egress from Grantees' land. Grantor and Grantees agree that it will be beneficial to Grantor and Grantees to describe and memorialize this easement.

Grantor hereby grants and conveys to Grantees, their heirs, successors and assigns, a perpetual non-exclusive appurtenant easement twenty feet (20') in width for roadway purposes over, across and upon the existing roadway route on Grantor's property. In the event the present route of easement is a burden to use or development of Grantor's property, said easement may be relocated as necessary to said use and development.

Grantees agree to supply and apply necessary gravel on the existing roadway and supply and install no less than four and no more than six drain culverts. The culverts shall be not less than eight inches in diameter and not more than 12 inches in diameter.

Grantor reserves the right, at all times, to use the roadway in a manner that will not unreasonably interfere with the rights of Grantees to use the roadway for ingress and egress. Grantees shall not hamper nor impede Grantor's use of the easement/access road and Grantees shall at all times furnish and provide to Grantor keys to any locks, gates or chain barriers limiting access to the easement/access.

Grantor and Grantees agree that if all or any portion of the roadway easement, as herein described, is used exclusively by Grantor or Grantees, the user shall be responsible for the entire maintenance of the portion of the roadway easement used exclusively. However, to the extent that the roadway easement is subjected to joint use, the users shall be responsible for maintenance of the roadway easement in proportion to their respective use of the roadway. Neither Grantor nor Grantees shall authorize nor permit any improvement or repair of the easement which improvement or repair shall cause a lien to attach to the property of the other party.

GRANTOR:

Gerald M. Briggs

GRANTEES;

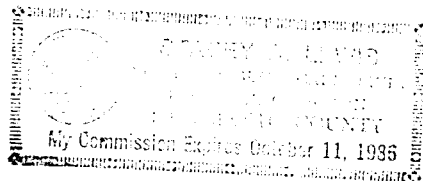
Francis D. Thompson

John P. Riha

3941

STATE OF CALIFORNIA)
County of Sacramento) ss.

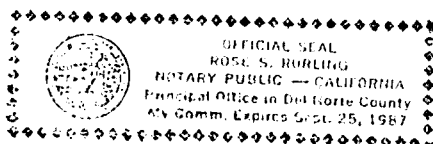
Before me this 8th day of February, 1984, personally appeared the above-named GERALD M. BRIGGS, and acknowledged the foregoing instrument to be his voluntary act and deed.



Stacey A. Lewis
Notary Public, State of California
My Commission Expires: 10-11-85

STATE OF California)
County of San Norte) ss.

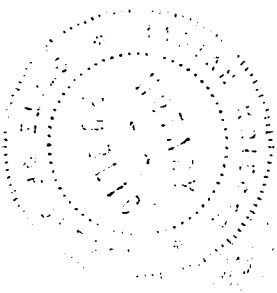
Before me this 11th day of February, 1984, personally appeared the above-named JOHN P. RHA, and acknowledged the foregoing instrument to be his voluntary act and deed.



Rose S. Rorling
Notary Public for Del Norte Co
My Commission Expires: 9/25/87

STATE OF Oregon)
County of Klamath) ss.

Before me this 14th day of February, 1984, personally appeared the above-named FRANCIS D. THOMPSON, and acknowledged the foregoing instrument to be his voluntary act and deed.



Merwin Kueger
Notary Public for Oregon
My Commission Expires: 4-18-86

return to: Mike Brant
325 Main
Bella

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STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 12th day of March A.D., 1984 at 11:38 o'clock A.M. and duly recorded in Vol 434, of Deeds on page 393.

Fee: \$12.00

EVELYN BIENN, COUNTY CLERK
by: Pam Smith, Deputy