

44487

K-37445

Vol. mg4487 21622

AGREEMENT FOR PROTECTIVE EASEMENT

DATE: December 27, 1984

PARTIES: DAYTON O. HYDE and GERDA V. HYDE ("Hyde") as owner and in possession of Parcel A, described in Exhibit "A" and incorporated herein by this reference; and

SAND CREEK RANCH, a co-partnership consisting of THE GRUPE COMPANY, a California corporation, and CORTOPASSI/GRAHAM, INC., a California corporation ("Grupe"), as owner and in possession of Parcel B, described in Exhibit "B" and incorporated herein by this reference.

RECITALS

A. Hyde has sold to Grupe and Grupe has purchased Parcel B from Hyde.

B. Access to Parcel B on the east side of the Williamson River is by means of Forest Service Road 4648, and Parcel B would be isolated if access to Forest Service Road 4648 was ever closed to Grupe's use.

C. To protect Grupe's access to Parcel B, Hyde intends to create an easement for a right of way for use by Grupe as a private means of access to Parcel B which may be used if access to Forest Service Road 4648 is barred to Grupe.

AGREEMENT

1. Grant of Easement; Establishment of Right of Way. Hyde hereby grants and conveys to Grupe a permanent right of way at least thirty (30) feet wide over Parcel A from the Klamath County Road 4648 in the vicinity of Wickiup Springs, running northwesterly to the southern boundary of Parcel B, which may not be used by Grupe unless access to Forest Service Road 4648 is permanently barred to Grupe. Such easement shall be appurtenant to and benefit Parcel B.

2. Use. Such easement and right of way shall be used for vehicular, pedestrian and livestock ingress and egress purposes. Use of the right of way shall be on a regular and continuous basis benefiting Grupe, its successors, assigns, lessees, mortgagees, invitees, guests, agents and employees. However, Grupe's rights hereunder shall not lapse in the event Grupe's use is not continuous.

3. Reservation of Use. Except as to the rights granted Grupe herein, Hydres reserve to themselves, their heirs, successors and assigns the right to mutual use of the right of way and Parcel A for any and all purposes.

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4. Maintenance and Repair. The cost of periodic maintenance and necessary repair, including the removal of deadfall trees and branches and other debris, shall be borne equally by the parties.

5. Indemnity. Grupe indemnifies and holds Hyde harmless from any liability arising from its use of the right of way.

6. Breach of Obligation. Either party shall be entitled to enforce this agreement by suit for specific performance or, where appropriate, injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this Agreement.

7. Attorney Fees. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

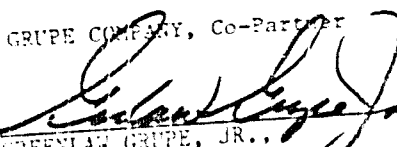
8. Additional Documentation: At such time as the easement herein contemplated is surveyed and plotted, Hyde shall cooperate with Grupe in preparing, executing and recording such other and further documentation as Grupe may reasonably request to more precisely describe this easement.

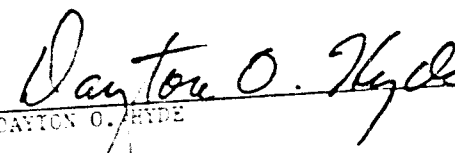
9. Effect of the Agreement. The easement granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any division or partition of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors, assigns, lessees and mortgagees.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on the day and year first above written.

SAND CREEK RANCH

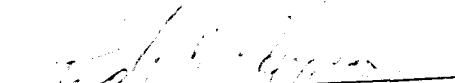
By: THE GRUPE COMPANY, Co-Partner

By: 
GREENLAW GRUPE, JR.,
Chairman of the Board


DAYTON O. HYDE

By: CORTOPASSI/GRAHAM, INC.,
Co-Partner

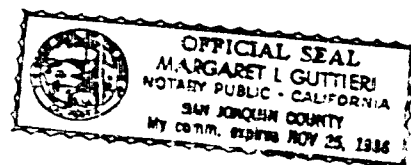
By: 
DEAN A. CORTOPASSI, President


GERTRA V. HYDE

STATE OF CALIFORNIA)
COUNTY OF SAN JOAQUIN) ss.

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On this 27th day of December, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DEAN A. CORTOPASSI, known to me to be the President of CORTOPASSI/GRAHAM, INC., the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SAND CREEK RANCH, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.



Margaret L. Gutierrez
Notary Public

EXHIBIT "A"

2162C

Township 32 South, Range 10 E.W.M.

Section 36: S 1/2 SE 1/4 NE 1/4, SW 1/4 NE 1/4, N 1/2 N 1/2 SE 1/4, N 1/2 NE 1/4 SW 1/4

Township 32 South, Range 11 E.W.M.

Sec. 5: S 1/2 S 1/2 SW 1/4;
Sec. 6: E 1/2 SE 1/4, E 1/2 NW 1/4 SE 1/4;
Sec. 7: N 1/2 NE 1/4 NE 1/4;
Sec. 8: NW 1/4, E 1/2 SW 1/4, NW 1/4 SW 1/4;
Sec. 17: W 1/2 NE 1/4, W 1/2, W 1/2 SE 1/4;
Sec. 20: W 1/2 E 1/2, W 1/2;
Sec. 29: W 1/2 NE 1/4, NW 1/4, S 1/2;
Sec. 31: NE 1/4 NE 1/4, S 1/2 NW 1/4 NE 1/4, SW 1/4 NE 1/4, S 1/2 NE 1/4 NW 1/4, SE 1/4 NW 1/4, Lot 2.
Sec. 32: All

Township 33 South, Range 11 E.W.M.

Sec. 4: W 1/2 SW 1/4;
Sec. 5: E 1/2, E 1/2 NW 1/4, NW 1/4 NW 1/4, SW 1/4 NW 1/4, SW 1/4
Sec. 8: N 1/2, N 1/2 S 1/2
Sec. 9: W 1/2 NW 1/4, W 1/2 W 1/2 SE 1/4 NW 1/4, N 1/2 NW 1/4 SW 1/4, W 1/2 NW 1/4 N 1/4 SW 1/4

Township 32 South, Range 11 E.W.M.

Sec. 13: S 1/2 SW 1/4 SE 1/4
Sec. 19: NW 1/4 NE 1/4
Sec. 7: E 1/2 SE 1/4 SE 1/4
Sec. 18: NE 1/4 NE 1/4, W 1/2 SE 1/4 NE 1/4, E 1/2 SW 1/4 NE 1/4, NW 1/4 SE 1/4, N 1/2 SW 1/4 SE 1/4

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EXHIBIT "E"

PARCEL 1:

Township 32 South, Range 11 E.W.M.

Section 8: NW 1/4 SW 1/4

PARCEL 2:

Township 32 South, Range 11 E.W.M.

Section 5: S 1/2 S 1/2 SW 1/4
Section 6: E 1/2 SE 1/4, E 1/2 NW 1/4 SE 1/4

Section 7: N 1/2 NE 1/4 NE 1/4, E 1/2 SE 1/4
1/4 SE 1/4

Section 8: SW 1/4, E 1/2 SW 1/4
Section 18: NE 1/4 NE 1/4, W 1/2 SE 1/4 NE 1/4, E 1/2 SW 1/4 NE 1/4, S 1/2 SE 1/4

Section 19: NW 1/4 NE 1/4

PARCEL 3:

Township 32 South, Range 11 E.W.M.

Section 8: SW 1/4 SW 1/4
Section 18: W 1/2 SE 1/4 SW 1/4
Section 19: W 1/2 NE 1/4 NW 1/4

STATE OF OREGON: COUNTY OF KLAMATH; ss.

Filed for record

This cash day of December 19, 1944, at 4:17 PM, on 21622

duly recorded in Vol. 100 of

By EVELYN B. EHN, Clerk
Evelyn B. Ehn

Fee 25.00

KLAMATH COUNTY TITLE CO.