

Aspen Title # M-30717

AGREEMENT made March 20, 1987, by and between Joseph Henry McIntyre and Sondra Halliday McIntyre, husband and wife, (herein "The McIntyre's"), and Raymond S. Tice and Irene Tice, husband and wife, (herein "The Tice's"), and Richard A. Kirkpatrick, and Robert S. Berry and Kimberly A. Berry, husband and wife, (herein "The Berry's"), and John L. Lundberg.

RECITAL

A. The McIntyre's are the owners of certain real property hereinafter referred to as Parcel 1, in the County of Klamath, State of Oregon. Said premises also being known as a portion of that parcel of land recorded in Volume 272 at page 359, Deed Records of Klamath County, Oregon, described therein as the East half of Tract 72, FAIR ACRES SUBDIVISION NO. 1, in the County of Klamath, State of Oregon.

EXCEPT THEREFROM that portion more particularly described as beginning at a $\frac{1}{4}$ inch iron pipe marking the most Northeasterly corner of said Tract 72 of Fair Acres Subdivision No. 1; thence South along the East boundary of same, a distance of 137.17 feet to a $\frac{1}{4}$ inch iron pipe; thence South 89 degrees 50 $\frac{1}{2}$ ' West parallel with the North boundary of said Tract 179.33 feet, to a $\frac{1}{4}$ inch iron pipe; thence North parallel with aforesaid East boundary 64.45 feet to a $\frac{1}{4}$ inch iron pipe; thence South 89 degrees 50 $\frac{1}{2}$ ' West parallel with aforesaid North boundary of said Tract a distance of 479.67 feet to a $\frac{1}{4}$ inch iron pipe on the West boundary of the East half of aforesaid Tract 72; thence North 0 degrees 11 $\frac{1}{2}$ ' East along said West boundary to a $\frac{1}{4}$ inch iron pipe marking the Northwest corner thereof; thence North 89 degrees 50 $\frac{1}{2}$ ' East along the North boundary of said Tract, 658.76 feet, more or less, to the point of beginning; and

B. The Tice's are the owners of certain real property hereinafter referred to as the Northwest quarter, Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 36, Township 38 S. R. 9. E. W. M.; and

C. Richard A. Kirkpatrick is the owner of certain real property hereinafter referred to as Parcel 3, in the County of Klamath, State of Oregon. Said premises also being known as beginning at a point on the East line of said Tract 71, 161 feet South of the Northeast corner of said Tract 71; thence South along the East line of Tract 71; 100 feet to a point; thence West and parallel to the North line of said Tract 71, 173 feet to a point; thence North and parallel to the East line of said Tract 71, 100 feet to a point; thence East and parallel to the North line of said Tract 71, to the point of beginning; and

D. The Berry's are the owners of certain real property commonly known as Parcel 4, in the County of Klamath, State of Oregon. Said premises also being known as beginning at the Northeast corner of said Tract 71; thence South along the East line of Tract 71 a distance of 161 feet to a point; thence West and parallel to the North line of said Tract 71 a distance of 173 feet to a point; thence North and parallel to the East line of said Tract 71 a distance of 161 feet to a point on the North line of said Tract 71; thence East along said North line of Tract 71 a distance of 173 feet to a point of beginning; and

Ret. ATC

E. John L. Lundberg is the owner of certain real property commonly known as Parcel 5, in the County of Klamath, State of Oregon. Said premises also being known as a portion of that parcel of land recorded in Volume 272, page 359, Deed Records of Klamath County, Oregon, described therein as the East half of Tract 72 of FAIR ACRES SUBDIVISION NO. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, said portion thereof being particularly described as beginning at a $\frac{1}{2}$ inch iron pipe marking the most Northeasterly corner of said Tract 72 of FAIR ACRES SUBDIVISION NO. 1; thence South along the East boundary of same a distance of 137.17 feet to a $\frac{1}{2}$ inch iron pipe; thence South 89 degrees 50 $\frac{1}{2}$ ' West parallel with the North boundary of said Tract 179.33 feet, to a $\frac{1}{2}$ inch iron pipe; thence North parallel with aforesaid East boundary 64.45 feet to a $\frac{1}{2}$ inch iron pipe; thence South 89 degrees 50 $\frac{1}{2}$ ' West parallel with aforesaid North boundary of said Tract a distance of 479.67 feet to a $\frac{1}{2}$ inch iron pipe on the West boundary of the East half of aforesaid Tract 72; thence North 0 degrees 11 $\frac{1}{2}$ ' East along said West boundary to a $\frac{1}{2}$ inch iron pipe marking the Northwest corner thereof; thence North 89 degrees 50 $\frac{1}{2}$ ' East along the North boundary of said Tract, 658.76 feet, more or less, to the point of beginning; and

F. The parties hereto each use a roadway which passes across the Westerly 30 feet of the Tice property for a distance of 100 feet North from the Southwestern point of the Tice property, and across the Easterly 30 feet of the remaining properties described herein, as shown on the maps attached hereto as Exhibits A and B. All of the parties require usage of the driveway for access to and egress from their parcels of property and for parking for themselves and their guests.

G. The parties by this agreement wish to make provisions for the unobstructed use of said respective driveway improvements for ingress and egress and for the maintenance of said improvements for their mutual benefit.

AGREEMENT

Now, therefore, in consideration of the mutual covenants and easements herein contained, it is agreed as follows:

1. Mutual easements. The parties hereby grant to each other an easement of ingress and egress over so much of their respective property as is presently improved as part of a driveway for use of vehicular traffic used in connection with their respective properties.

2. Obstructions. The parties hereto agree not to obstruct, impede, or interfere, one with the other, in the reasonable use of such driveway improvements for the purpose of ingress and egress to and from the respective properties.

3. Maintenance. The parties hereto agree to maintain their respective driveway improvements in a usable, neat, and uniform manner, so that the overall appearance of the said driveway improvements is that of one driveway. Any extraordinary cost of repair and rebuilding said driveway improvements shall also be shared equally; except that any damage due to the negligence of any person who uses or has used the driveway

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improvement pursuant to authority of either party hereto, in which case, the party granting such authority to use shall be liable for such damages.

4. Appurtenant. This joint mutual easement shall be pertinent to, and for the benefit of the real property listed above, and shall run with the land.

5. Binding effect. This agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.

WHEREAS the parties have set their hands this ____ day of March, 1987.

Joseph Henry McIntyre
Joseph Henry McIntyre

Sondra Halliday McIntyre
Sondra Halliday McIntyre

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named Joseph Henry McIntyre and Sondra Halliday McIntyre and acknowledged the foregoing instrument to be their voluntary act and deed.

Robert A. Tucker
NOTARY PUBLIC FOR OREGON
My Commission Expires 10-13-90

Raymond T. Tice
Raymond T. Tice

Irene Tice
Irene Tice

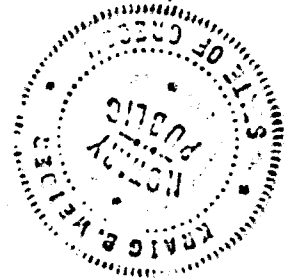
STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named Raymond T. Tice and Irene Tice and acknowledged the foregoing instrument to be their voluntary act and deed.

Kraig B. Under
NOTARY PUBLIC FOR OREGON
My Commission Expires 2-14-89

Richard A. Kirkpatrick
Richard A. Kirkpatrick

STATE OF OREGON)
County of Klamath) ss.



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Personally appeared the above named Richard A. Kirkpatrick and acknowledged the foregoing instrument to be his voluntary act and deed.

Robert A. Tucker
NOTARY PUBLIC FOR OREGON
My Commission Expires 10-13-90

WESTERN UNITED LIFE ASSURANCE CO.

By Reuel Swanson
Reuel Swanson, Secretary

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared Reuel Swanson and who being duly sworn did say that he is an officer of Western United Life Assurance Company, a corporation, and that said instrument pertaining to Parcel 3 was signed and sealed on behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be his voluntary act and deed.

Lee Miller
NOTARY PUBLIC FOR OREGON
My Commission Expires 10/31/89

Robert S. Berry
Robert S. Berry

Kimberly A. Berry
Kimberly A. Berry

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above named Robert S. Berry and Kimberly A. Berry and acknowledged the foregoing instrument to be their voluntary act and deed.

Robert A. Tucker
NOTARY PUBLIC FOR OREGON
My Commission Expires 10-13-90

KLAMATH FIRST FEDERAL SAVINGS & LOAN

By James D. Bocchi, Pres
Officer
By Serald V. Brown
Officer

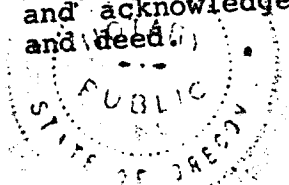
STATE OF OREGON)

) ss.

County of Klamath)

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Personally appeared James D. Bocchi and Gerald V. Brown and who being duly sworn did say that they he is Officer of Klamath First Federal Savings & Loan, a savings and loan, and that said instrument pertaining to Parcel 4 was signed and sealed on behalf of said savings and loan by authority of its board of directors; and acknowledged said instrument to be their voluntary act and deed.



Ruth Owens
NOTARY PUBLIC FOR OREGON
My Commission Expires 5-14-88

John L. Lundberg
John L. Lundberg

STATE OF OREGON)

) ss.

County of Klamath)

Personally appeared the above named John L. Lundberg and acknowledged the foregoing instrument to be his voluntary act and deed.

DEPARTMENT OF VETERANS AFFAIRS

By

Lester Frakes
Officer

STATE OF OREGON)

) ss.

County of Klamath)

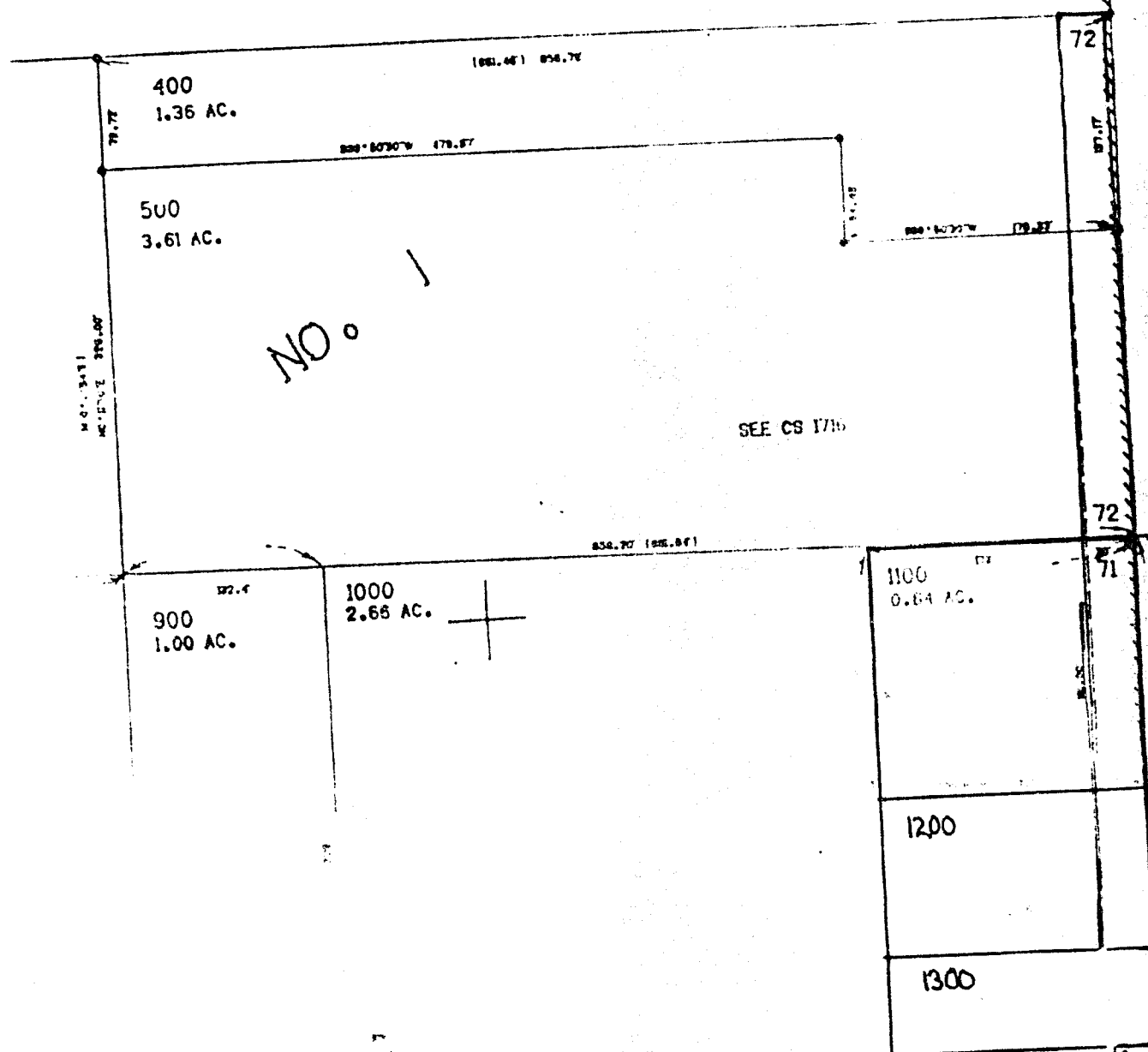
Personally appeared Lester Frakes and who being duly sworn did say that he is an officer on behalf of the Department of Veterans Affairs, and that said instrument pertaining to Parcel 5 was signed and sealed on behalf of said department by authority of its board of directors; and acknowledged said instrument to be his voluntary act and deed.



Linda K. Milligan
NOTARY PUBLIC FOR OREGON
My Commission Expires 1/22/88

SUBDIVISION

5817



EASEMENT SUBJECT TO THIS AGREEMENT

EXHIBIT "B"

SEE MAP 38 09 35AD

SEE MAP 38 09 35DA

SEE MAP 38 09 35DD

SEE CS 3760

Not To Scale

35

36

SEE MAP

38 09 36CC

131

800
29.08 AC.

SEE CS 2595

131

SEE CS 910

500

2.06 AC.

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SEE MAP

HARVEY DR

38 09 3800

CITY

CARLSON DR

MC CLELLAN DR

BERGEN

SECOND ST.

FIRST ST.

(MADISON)

(LORDEN)

(PATTERSON)

CHERRY WAY

SEE

SAGE

CARLSON WAY

38 09 3600

JUNIPER WAY

ELDER WAY

SPASIA

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Company the 7th day
of April A.D., 19 87 at 3:28 o'clock P M., and duly recorded in Vol. M87
of Deeds on Page 5812.

FEE \$29.00

Evelyn Biehn, County Clerk
By [Signature]