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DEED AND EASEMENT AGREEMENT

This Agreement is made as of the 30th day of June, 1987, by and between Patricia Jill Switzler, hereincalled First Party, and Martha Jane Cassidy, Dallas Henry Givan, James Jess Givan and Ann Jane Givan Montgomery, hereincalled Second Party.

RECITALS:

The parties hereto are the heirs of Inez J. Griffin and are the successors in interest to certain real property in Klamath County, Oregon known commonly as the Griffin Ranch.

The parties entered into a Property Division Agreement dated May 1, 1986 whereby they agreed to the division of the undivided interests which they hold in the Griffin Ranch.

Pursuant to the terms of said Agreement, First Party applied to Klamath County, Oregon for a Major Partition of the subject property. Said Application for Major Partition No. 16-87 has received preliminary approval. Said approval requires that the parties provide reciprocal easements across the land subject to the partition.

WITNESSETH:

In consideration of the Agreements and covenants contained herein and in the Property Division Agreement referred to above, the parties agree, covenant and warrant as follows:

A. Martha Jane Cassidy, Dallas Henry Givan, James Jess Givan and Ann Jane Givan Montgomery, Grantors convey and quitclaim unto Patricia Jill Switzler, Grantee, the following described real property in Klamath County, Oregon, to-wit:

a. The $NE\frac{1}{4}$ of the $SW\frac{1}{4}$, the $S\frac{1}{2}$ of the $SE\frac{1}{4}$, and the $NW\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 21; Township 35 South, Range 14 E. W.M.; and

b. The East $\frac{1}{4}$ of Section 22, and the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 14, Township 35 South, Range 14 E., W.M.

B. Patricia Jill Switzler, Grantor, conveys and quitclaims unto Martha Jane Cassidy, Dallas Henry Givan, James Jess Givan and Ann Jane Givan Montgomery, Grantees, the following described real property in Klamath County, Oregon, to-wit:

The $E\frac{1}{2}$ $SE\frac{1}{4}$ and $SW\frac{1}{4}$ $SE\frac{1}{4}$ of Section 16, EXCEPTING therefrom: beginning at a point 208.7 feet West of the Northeast corner of the $SW\frac{1}{4}$ $SE\frac{1}{4}$ of Section 16, thence, South 208.7 feet; thence West 208 feet; thence North 208.7 feet; thence East 208 feet to the point of beginning;
The $NW\frac{1}{4}$ of Section 22;
The $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 15;
The $E\frac{1}{2}$ of the $NE\frac{1}{4}$, the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$, the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ and the $N\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 21; Township 35 South, Range 14, E., W.M.

C. First Party conveys and grants unto Second party, their successors and assigns, Easements not exceeding 30 feet in width for ingress, egress and utilities over and across the following described existing roads located on the real property in Section 21 described above; which said roads are more particularly described as follows:

Road 1: This road enters the property conveyed to First Party hereinabove from the South at a point near the Southerly 1/16th corner common to the $NE\frac{1}{4}$ $SW\frac{1}{4}$ and the $NW\frac{1}{4}$ $SE\frac{1}{4}$ of said Section 21, it then crosses said $NW\frac{1}{4}$ $SE\frac{1}{4}$ in a generally northeasterly direction and

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exits said NW¼ SE¼ near the 1/16th corner common to the NW¼ SE¼ and the SE¼ NE¼ of said section.

Road 2: This road starts at a point on the northeasterly side of Long Creek at the point where Road 1 crosses Long Creek in the NW¼ SE¼ of said Section 21 and then generally parallels said Creek as it crosses the westerly portion of said NW¼ SE¼ and the NE¼ SW¼ of said Section in a generally northwesterly direction and exits the said NE¼ SW¼ at its northerly border.

The centerline of the 30 feet wide easements granted above shall be the centerline of the existing roads.

D. Second Party conveys and grants unto First Party, her heirs, successors and assigns, an easement 30 feet in width over and above the following described existing road, which said road is the continuation of Road 1, described above, to-wit:

Beginning at a point on the Westerly boundary of the SE¼ NE¼ of said Section 21, near the southwest corner of said SE¼ NE¼ where said road enters said 1/16th section, thence continuing across said SE¼ NE¼ and the NW¼ of Section 22 in a generally northeasterly direction to a point northerly from the center point of said NW¼ of Section 22 at which point said easement and existing road turns and crosses the E½ of said NW¼ in a generally southeasterly direction and exits said NW¼ along the easterly border of the SE¼ of said NW¼, Section 22, Township 35 S, Range 14 E., W.M.

First Party and Second Party agree to share equally the costs of maintaining Road 1 and the Road described in D. above, in their current condition. Either party may, at their sole expense, improve the condition of said roads. This Agreement to share the costs of maintaining said roads in their current condition includes, without limitation, the maintenance of the bridge where said Road 1 crosses Long Creek.

E. Second Party further conveys and grants unto First Party, her successors and assigns an easement 30 feet in width for ingress, egress and utilities over and across the following described property, to-wit:

The South 30 feet of the Northwest ¼ of the Southwest ¼ of Section 21, Township 35 S., Range 14 E., W.M.

F. Second Party, their heirs, successors and assigns, agree to pay all of the costs of maintaining Road 2, above described.

G. First Party, their heirs, assigns and successors shall pay all of the costs of improving, using and maintaining the easement described in E, above.

H. The parties mutually agree that they shall use the easements established hereby at their own risk and shall indemnify, defend and hold harmless the other party from all injuries, costs and damages, including, without limitation, costs and attorney fees incurred in defending any law suit or action arising from the use or maintenance of said easements by said parties or their tenants, contractors, agents, guests, invitees and permittees.

I. Neither party shall materially increase the frequency of use of the existing roads (Road 1, Road 2 and the easement described in D, above) without the prior written consent of the other party.

J. It is mutually covenanted and agreed by all of the parties herein on behalf of themselves and their respective heirs, grantees

and assigns, that in the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of the same that the Courts, including Appellate Courts, shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorney's fees therein, in addition to the costs and disbursements provided by law.

K. This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

We acknowledge that this deed and instrument was made pursuant to the Property Division Agreement described above, and that no consideration stated in terms of dollars was paid therefore.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARMENT TO VERIFY APPROVED USES." ORS 93.040

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first herein written.

Patricia Jill Switzler

Martha Jane Cassidy

Ann Jane Givan Montgomery, individually and as attorney in fact for Dallas Henry Givan and James Jess Givan.

STATE OF OREGON)
) SS
County of Klamath)

On this 12th day of Oct., 1987, personally appeared the above named Patricia Jill Switzler, and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Notary Public for Oregon
My commission expires: 11-2-90

STATE OF OREGON)
) SS
County of Baker)

On this 29th day of Oct, 1987, personally appeared the above named Martha Jane Cassidy, and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Notary Public for Oregon
My commission expires: 2/19/90

STATE OF OREGON)
) SS
County of Klamath)

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On this 19th day of October 1987, personally appeared the above named Ann Jane Givan Montgomery, who acknowledges that she executed the foregoing instrument on her own behalf and as attorney in fact for and on behalf of Dallas Henry Givan and James Jess Givan, and acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Notary Public for Oregon
My commission expires: 11-2-90

Send tax statements for parcel described in A above to:
Patricia Jill Switzler, 6274 Climax Ave., Klamath Falls, OR 97601

Send tax statements for parcel described in B, above to:
Aspen Title Co
600 Main St.
Klamath Falls Or 97601

After recording return to:
William McGanong
1151 Pine St.
Klamath Falls, Or. 97601

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William Ganong, Jr. the 2nd day of November A.D., 19 87 at 2:41 o'clock P M., and duly recorded in Vol. M87, of Deeds on Page 19803.

FEE $25.00

Evelyn Biehn, County Clerk
By Jean Smith