

THIS AGREEMENT, made this 15th day of February, 1983, between FRANK F. GANONG and WILLIAM GANONG, JR., in their individual and personal capacities, sometimes herein called Ganongs, and William Ganong, Jr. and Frank F. Ganong as the Trustees of WILLIAM GANONG TESTAMENTARY TRUST B, sometimes herein called Trust B, and said Frank F. Ganong and William Ganong, Jr. and said Trust B and their respective heirs, devisees, personal representatives, successors and grantees are sometimes herein called the Parties or individually as a Party,

WITNESSETH

ARTICLE ONE

1.1

Ganongs own various Tracts of Land in Section 35, Twp. 35 S. R. 14 E.W.M., Klamath County, Oregon, which are more particularly described as follows, to wit:

All of the $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$, except the 4.10 acres, more or less deeded to Francis S. Landrum by deed dated July 20, 1977, and recorded August 2, 1977, in Volume M77 at page 13808 of Klamath County, Oregon Deed Records.

$S\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}$
 $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$
 $SW\frac{1}{4}NE\frac{1}{4}$
 $N\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$
 $S\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$

1.2

Trust B owns various Tracts of Land in Section 35, Twp. 35 S. R. 14 E.W.M., Klamath County, Oregon, which are more particularly described as follows, to wit:

$N\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$
 $N\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}$
 $S\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$
 $S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$

1.3

Alfred L. Kreusch and Lena Kreusch, husband and wife, by Agreement, dated November 30, 1977, and recorded January 17, 1978, in Vol. M78 at page 1034, gave and granted unto Trust B and unto the Ganongs a perpetual easement to be appurtenant to said Parties' respective lands in Section 35 for ingress

1 and egress to and from their said Lands and the United States Forest Service
 2 Road No. 335, commonly known as the Weyerhaeuser Road and the Boulder Creek
 3 Road, on the presently existing Private Road which passes over Kreusch's said
 4 Tract of Land which is more particularly described as follows:

5 $S\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ of Section 35, Twp. 35 S. R. 14 E.W.M.
 6 Klamath County, Oregon.

1.4

7
 8 Trust B requires and uses 3 existing Private Roads to obtain access
 9 to, from and between its various above described Tracts of Land and to and
 10 from said United States Forest Service Road No. 335, commonly known as the
 11 Weyerhaeuser Road and the Boulder Creek Road.

12 One of these Private Roads is commonly known as the High Road and runs
 13 from its Point of Intersection with the West Section Line of said Section 35
 14 in Trust B's $S\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ in a generally Easterly direction to its Point of Inter-
 15 section with the Second Private Road, which is commonly known as the Low Road,
 16 which said Point of Intersection is in Trust B's $S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$. The Low Road runs
 17 from its Point of Intersection with the West Section Line of said Section 35
 18 in Trust B's $N\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ in an Easterly direction to the East Line of Trust B's
 19 said Tract of Land and then enters Ganongs' said $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ and runs in an
 20 Easterly and Northeasterly direction across said Tract of Land and also across
 21 Ganongs' $S\frac{1}{2}SE\frac{1}{4}NW\frac{1}{4}$, $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ and $N\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ into Trust B's $S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ where it
 22 intersects with said High Road.

23 The third Private Road, herein referred to as the Ganong Road, inter-
 24 sects with the Low Road and runs in a Southeasterly and then an Easterly
 25 direction across Ganongs' $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$ to its East Line where it enters Kreusch's
 26 said $S\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ and crosses said Tract of Land in a generally Northeasterly
 27 direction on the presently existing Private Road Easement, granted by the
 28 heretofore described Kreusch Agreement, to the South Line of Ganongs' $N\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$
 29 where it enters said Tract of Land and continues Easterly on Ganongs' said
 30 Tract of Land to the East Section Line of said Section 35, where it continues
 31 on to intersect with said Forest Service Road No. 335, commonly known as the
 32 Weyerhaeuser Road and the Boulder Creek Road.

1.5

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Trust B also uses said High Road and Low Road to provide access to, from and between its various above described Tracts of Land and to and from the West Section Line of said Section 35 where each said Road continues on in a Westerly direction to intersect with and to provide access to and from the United States Forest Service Road, commonly known as the Lee Atkins or Lee Adkins Road, in Section 34, Twp. 35 S. R. 14 E.W.M.

1.6

Ganongs also require and use said Low Road and said High Road to obtain access to, from and between their various above described Tracts of Land and to and from said Lee Atkins or Lee Adkins Road.

1.7

Trust B also requires access between its $N\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ and its $N\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ across Ganongs' $S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ on a presently existing Private Road.

1.8

Ganongs also require access between their $N\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ and their $S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ and between each of said Tracts of Land to and from the High Road in Trust B's $S\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$ and to and from the Low Road in Trust B's $N\frac{1}{2}NW\frac{1}{4}SW\frac{1}{4}$ and across said Tracts of Land and also across Trust B's $N\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$.

1.9

Trust B also requires access to and from that portion of its $S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ lying East of the North Fork of the Sprague River across Ganongs' $S\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$ and $N\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ to and from the Ganong Road and Ganongs also require access to that portion of their $S\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$ which lies West of the North Fork of the Sprague River across Trust B's $S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ to and from the High and Low Roads.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of each of the Parties herein contained, the Parties agree by and between themselves and on behalf of their respective heirs, devisees, personal representatives, successors and grantees as follows:

ARTICLE TWO

2.1

Each of the Parties, subject to the reservations, exceptions, terms,

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1 conditions, covenants and agreements herein set forth, do hereby recognize,
 2 confirm, evidence and perpetuate the use and rights of access to, from and
 3 between their various said Tracts of Land, hereinbefore described, and to and
 4 from said Forest Service Road No. 335, commonly known as the Weyerhaeuser Road
 5 and the Boulder Creek Road, and to and from said Lee Atkins or Lee Adkins Road
 6 and do hereby give, grant and convey to each of the other Parties perpetual,
 7 non-exclusive Easements of access, ingress and egress for each of the uses and
 8 purposes hereinbefore described and for the benefit of and to be appurtenant to
 9 each Party's Tracts of Land now or hereafter owned in said Section 35 on the
 10 following terms, conditions, reservations, exceptions, covenants and agree-
 11 ments:

12 (1) Nothing in this Agreement shall grant to or confer upon the Public
 13 or to anyone who is not a Party to this Agreement any right, title, estate or
 14 interest or right of use in or to any of said Easements or any of said Roads,
 15 and said Easements and Roads shall be for the sole and exclusive benefit of
 16 the Parties to this Agreement and their respective heirs, devisees, personal
 17 representatives, successors and grantees as Easements forever appurtenant to
 18 and for the benefit of their respective Tracts of Land now or hereafter owned
 19 in said Section 36; Provided however, that the Parties recognize and confirm
 20 the non-exclusive Easements granted to the 4.10 acres, more or less, in the
 21 N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 35, deeded to Francis S. Landrum by deed, dated July
 22 20, 1977, and recorded August 2, 1977, in Vol M77 at page 13808, of Klamath
 23 County, Oregon Deed Records, said Easements being the non-exclusive Easement
 24 provided in said Deed; the Agreement for an Easement, dated December 12, 1977,
 25 and recorded December 14, 1977, in Vol M77 at page 24155, which said Agreement
 26 is subject to an unrecorded Amendment to said Agreement, also dated December 12,
 27 1977, to which reference is made for details; and to the non-exclusive Ease-
 28 ment, dated February, 1983, executed contemporaneously herewith by William
 29 Ganong Testamentary Trust B giving and granting a non-exclusive perpetual
 30 Easement for ingress and egress to and from said Landrum Tract across the
 31 N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 35 on the Low Road, as the same now is or may here-
 32 after be located, to and from the Lee Atkins or Lee Adkins Road, subject to

1 all of the reservations, exceptions, terms and conditions in said Agreement
2 set forth, to which said Agreement reference is hereby made for details.

3 (2) Each of the Parties reserve and retain and each of the Parties
4 grant to all of the other Parties to be forever appurtenant to and for the
5 benefit of all of the Tracts of Land now or hereafter owned by any of the
6 Parties in Section 35 a like perpetual, non-exclusive Easement in and to each
7 and all of the Easements herein set forth.

8 (3) No Easement shall be more than 15 feet wide unless the Owner of
9 the Land upon which it is situated consents to a greater width.

10 (4) No Party shall have the right to fence along or install gates
11 or cattleguards upon an Easement on another Party's Land without such Land-
12 owner's permission but each Party shall have the right, to be exercised in a
13 reasonable manner, to install and maintain fences along the Easement and in-
14 stall and maintain gates and/or cattleguards across the Easement on such Par-
15 ty's own Lands at such Party's own and sole expense and such Party shall
16 furnish each of the other Parties with a key if the Party places a lock on
17 any gate across the Easement.

18 (5) Except as hereafter provided in the case of a relocation of an
19 Easement, no Party shall have any duty, obligation or liability to construct,
20 improve, maintain or repair any Easement located on said Party's own Land but
21 each other Party shall have the right at said Party's own and sole expense to
22 go upon another Party's Land for the purpose of constructing, improving, main-
23 taining or repairing such Easement.

24 (6) Any Party may, at such Party's own and sole expense, relocate or
25 change the location of any part or all of any Easement situated upon such
26 Party's own Land but such relocated or changed easement must be as well con-
27 structed, drained, and surfaced as the old Easement which it replaces and
28 must connect with the Existing Easement at the Landowner's property line.

29 (7) Any Party entitled to use any Easement herein provided or entitled
30 to construct, improve, maintain, repair or relocate the same or entitled to
31 install any fence along and gate and/or cattleguard across such Easement shall
32 do so and shall use such Easement in a reasonable manner and so as not to