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MUTUAL EASEMENT AGREEMENTDated: April 3, 1991LeRoy Easement

FOR VALUABLE CONSIDERATION, ROBERT W. CREED and KRISTINE CREED, husband and wife, hereinafter referred to as "Creed", convey to O. JEFFERY LEROY and DEBBIE LEROY, husband and wife, hereinafter referred to as "LeRoy", their heirs, successors and assigns as grantee, a perpetual nonexclusive easement to use a parcel of land which is located as follows across the property of Creed:

Lot 12, Block 1, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

1. LeRoy, their agents, independent contractors and invitees shall use the easement for access and parking purposes only for access to and parking for the property described in paragraph 7.

2. Creed reserves the right to use the easement for access and parking for the property described as follows:

Lots 10, 11, and 12, Block 1, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

3. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others.

4. The cost of maintenance of the easement, including taxes and upkeep, shall be shared equally between Creed and LeRoy.

5. There shall be no set number of parking spaces reserved for use of Creed's or LeRoy's business, but parking shall be adjusted as to be mutually beneficial to both parties.

6. In the event suit or action is brought to construe or enforce the terms or provisions of this Agreement, the prevailing party shall be entitled to his costs, including reasonable attorney fees, incurred in such action or suit, in such amount as may be adjudged reasonable by the Court, including those incurred upon appeal.

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7. In the event of a disagreement between the parties as to the maintenance of the property the subject of this Agreement the parties agree that prior to initiating litigation of any kind an arbitrator will be selected, which shall be mutually acceptable to both parties, to resolve their dispute.

8. LeRoy agrees to indemnify and defend Creed from any loss, claim or liability to Creed arising in any manner out of LeRoy's use of the easement. LeRoy assumes all risk arising out of its use of the easement parcel.

9. This easement is appurtenant to the real property owned by LeRoy and described below; however, in the event of any subdivision or sale of any portion of such property this easement shall remain appurtenant only to the largest remaining parcel, and owners of the other parcels into which the property described below may be divided shall have no right to use of the easement.

10. This easement shall be perpetual; however, in the event that it is not used by LeRoy for a period of three years, or if otherwise abandoned by LeRoy, the easement shall automatically expire and LeRoy shall upon request execute a recordable document evidencing such expiration.

11. This easement is granted subject to all prior easements or encumbrances of record.

12. Following is a description of LeRoy's property to which this easement is appurtenant:

Lots 13, 14, 15 and the westernmost one half of Lot 16, Block 1, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Creed Easement

FOR VALUABLE CONSIDERATION, O. ~~JEFFERY~~ LEROY and DEBBIE LEROY, husband and wife, hereinafter referred to as "LeRoy", conveys to ROBERT W. CREED and KRISTINE CREED, husband and wife, hereinafter referred to as "Creed", their heirs, successors and assigns as grantee, a perpetual nonexclusive easement to use a parcel of land of which is located as follows across the property of LeRoy:

Lots 13 and the westernmost one half of Lot 14, Block 1, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

1. Creed, their agents, independent contractors and invitees shall use the easement for access and parking purposes only for access to and parking for the property described in paragraph 7.
2. LeRoy reserves the right to use the easement for access and parking for the property described as follows:

Lots 13, 14, and 15, and the westernmost one half of Lot 16, Block 1, SIXTH STREET ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
3. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others.
4. The cost of maintenance of the easement, including taxes and upkeep, shall be shared equally between the Creed and LeRoy.
5. There shall be no set number of parking spaces reserved for use of Creed's or LeRoy's business, but parking shall be adjusted as to be mutually beneficial to both parties.
6. In the event suit or action is brought to construe or enforce the terms or provisions of this Agreement, the prevailing party shall be entitled to his costs, including reasonable attorney fees, incurred in such action or suit, in such amount as may be adjudged reasonable by the Court, including those incurred upon appeal.
7. In the event of a disagreement between the parties as to the maintenance of the property the subject of this Agreement the parties agree that prior to initiating litigation of any kind an arbitrator will be selected, which shall be mutually acceptable to both parties, to resolve their dispute.
8. Creed agrees to indemnify and defend LeRoy from any loss, claim or liability to LeRoy arising in any manner out of Creed's use of the easement. Creed assumes all risk arising out of its use of the easement parcel.
9. This easement is appurtenant to the real property owned by Creed and described below; however, in the event of any subdivision or sale of any portion of such property this easement shall remain appurtenant only to the largest remaining parcel, and owners of the other parcels into which the property described below may be divided shall have no right to use of the easement.
10. This easement shall be perpetual; however, in the event that it is not used by Creed for a period of three years, or if otherwise

abandoned by Creed, the easement shall automatically expire and Creed shall upon request execute a recordable document evidencing such expiration.

11. This easement is granted subject to all prior easements or encumbrances of record.

12. Following is a description of Creed's property to which this easement is appurtenant:

Lots 10, 11, and 12, Block 1, SIXTH STREET
ADDITION TO THE CITY OF KLAMATH FALLS, OREGON,
according to the official plat thereof on file in
the office of the County Clerk of Klamath County,
Oregon.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

Robert Creed
ROBERT W. CREED

Kristine Creed
KRISTINE CREED

Personally appeared before me the above named ROBERT W. CREED and KRISTINE CREED on the 3rd day of April, 1991st and acknowledged the foregoing instrument to be their voluntary act and deed.

Kristine L. Redd
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/16/91

O. Jeffery Leroy
O. JEFFERY LEROY

Debbie Leroy
DEBBIE LEROY

Personally appeared before me the above named O. JEFFERY LEROY and DEBBIE LEROY on the 3rd day of April, 1991st and acknowledged the foregoing instrument to be their voluntary act and deed.

Kristine L. Redd
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/16/91

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

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Mountain Title Co.
on this 3rd day of April A.D., 19 91
at 4:06 o'clock P M. and duly recorded
in Vol. M91 of Deeds Page 6006.
Evelyn Biehn County Clerk
By Pauline Muelender Deputy.

Fee, \$43.00

Return: MTC