

RECIPROCAL EASEMENT AGREEMENT

This Agreement is made as of the 12th day of May, 1991, by and between Harold K. Pickrell and Margaret A. Pickrell, hereincalled "the Pickrells," and Ronald C. Wegener and Sherry R. Wegener, hereincalled "the Wegeners."

RECITALS:

A. The Pickrells own the following described real property, to-wit:

A tract of land situated in the SW 1/4 NW 1/4 of Section 10 Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the West quarter corner of said Section 10; thence South 89 degrees 31' 46" East, along the South line of said SW 1/4 NW 1/4, 344.48 feet to a 5/8 inch iron pin; thence North 00 degrees 10' 53" West 694.70 feet to a 5/8 inch iron pin on the Southerly line of that tract of land as described in Deed Volume M-72 at Page 10750 - EXCEPTION 1, of the Klamath County Deed Records; thence along said Exception 1, North 89 degrees 53' 00" West 215.98 feet, North 00 degrees 07' 00" East 339.63 feet, and South 89 degrees 53' 00" East 539.38 feet to a point on the Westerly line of said Deed Volume M-72 at Page 10750 - EXCEPTION 2; thence North 28 degrees 15' 10" West, along the Westerly line of said Deed Volume M-72 at Page 10750 - EXCEPTION 2 and 3, 341.44 feet to a point on the North line of said SW 1/4 NW 1/4; thence North 89 degrees 31' 22" West 501.64 feet to the Northwest corner of said SW 1/4 NW 1/4; thence South 00 degrees 08' 00" West 1335.75 feet to the point of beginning, with bearings based on Survey No. 1718, as recorded in the office of the Klamath County Surveyor.

EXCEPTING THEREFROM that portion lying within the boundaries of Mallory Drive.

B. The Wegeners own the following described property, to-wit:

A parcel of land situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 10, E.W.M., more particularly described as follows:

Beginning at a 5/8" iron pin marking the Southeast corner of said SW 1/4 NW 1/4; thence North 00 degrees 10' 53" West along the East line of said SW 1/4 NW 1/4, a distance of 641.07 feet to the Southeast corner of

parcel conveyed to Stephen F. Pope by Deed recorded in Vol. M-80, page 7185, records of Klamath County, Oregon; thence North 89 degrees 53' West, a distance of 251.74 feet (283.62 by Deed reference) to the Southwest corner of said parcel; thence North 00 degrees 07' East, a distance of 59.52 feet to the Southeast corner of parcel described in instrument recorded in Vol. M-76, page 15480; thence North 89 degrees 53' West, a distance of 705.64 feet to a 5/8" iron pin; thence South 00 degrees 10' 50" East, a distance of 694.7 feet to a 5/8" iron pin on the South line of said SW 1/4 NW 1/4; thence South 89 degrees 31' 46" East along said South line, a distance of 957.12 feet, more or less, to the point of beginning; said parcel containing 15.00 acres.

The Wegeners' said property abuts the Pickrells' property and lies easterly thereof.

C. The parties to this agreement intend to create permanent, mutual, reciprocal easements and a mutual right of way for use by them as a private roadway. Such easements shall be appurtenant to and shall benefit all of the property described in paragraphs A and B, above.

The parties therefore agree as follows:

AGREEMENT:

SECTION 1. GRANT OF EASEMENTS; ESTABLISHMENT OF RIGHT OF WAY.

1.1 The parties hereby grant and convey to each other permanent, mutual reciprocal rights of way and easements on, over, across, and along the real property described as follows, to-wit:

A strip of land 60 feet in width and lying 30 feet on each side of the following described line; to-wit:

Beginning at the West quarter corner of Section 10, Township 39 South, Range 10, E.W.M., thence South 89 degrees 31' 40" East, along the South line of the SW 1/4 NW 1/4 of said Section 10, 344.48 to a 5/8 inch iron pin which marks the true point of beginning of this description; thence North 00 degrees 10' 53" West 694.70 feet to a 5/8 iron pin on the southerly line of that tract of land described in Deed Volume M-72 at page 10750 of the records of the Clerk of Klamath County, Oregon, which said pin marks the ending point of this description.

1.2 Such easements and right of way may be used for vehicular and pedestrian ingress and egress and for utility purposes by the

parties to this agreement. Use of the right of way shall be on a regular, continuous, nonexclusive, nonpriority basis, benefiting the parties, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees. However, neither party's rights hereunder shall lapse in the event of that party's failure to use the easement and right of way on a continuous basis.

SECTION 2. CONSTRUCTION AND MAINTENANCE OF ROADWAY

2.1 Either party may build, construct and maintain on the easement a roadway and such utility services as the party may desire. However, neither party shall be liable for the cost of such construction or maintenance until such party commences using the easement for the benefit of his or her property. At such time as both parties, or their successors and assigns, are making a beneficial use of the easements, then the cost of maintaining and improving the easement shall be shared by each user in proportion to the use made of easement by each such person.

2.2 Such maintenance and repairs shall be performed by the respective parties on a prompt, diligent and regular basis in accordance with the generally accepted street and road maintenance standards then existing under the laws of Klamath County, Oregon.

2.3 Each party shall pay when due all real property taxes, assessments or other charges against the land to which each party holds fee title and which is part of the private roadway. There shall be no right of contribution from the other party for such items.

2.4 Each party hereby indemnifies and holds harmless the other party from any liability arising out of the usage of the easement by the indemnifying party.

SECTION 3. DEDICATION

3.1 If the parties are requested by an appropriate governmental jurisdiction to dedicate the easement for public use, or if one of the parties so requests such a dedication, each party shall promptly execute and deliver to such jurisdiction deeds conveying their respective portions of the roadway for such purposes.

SECTION 4. BREACH OF OBLIGATIONS

In the event either party shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through 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.


SECTION 5. 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.

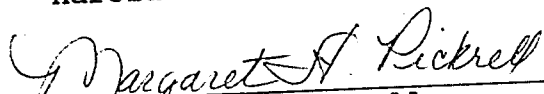
SECTION 6. EFFECT OF THE AGREEMENT


The easements granted hereunder shall run with the land as to all property burdened and benefited by such easements, 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 and assigns, lessees and mortgagees.

In addition, the easements may be used for access and utility purposes to serve any other land now owned or hereafter acquired by the parties.


Harold K. Pickrell


Ronald C. Wegener


Margaret A. Pickrell

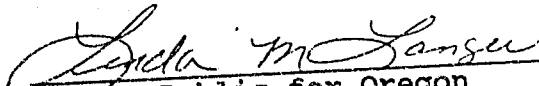

Sherry R. Wegener

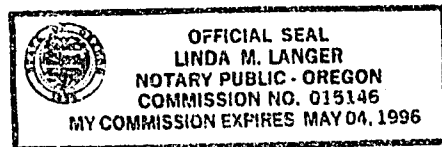
STATE OF OREGON)
) SS
County of Klamath)

On this 12 day of ^{November, 1992 et. NP} ~~May, 1991~~, personally appeared Harold K. Pickrell and Margaret A. Pickrell who acknowledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Before Me:


Notary Public for Oregon
My commission expires: 5/4/96



26858

STATE OF OREGON)
County of Klamath) SS

On this 12 day of May, ^{November 1992 ee. NP.} ~~1991~~, personally appeared Ronald C. Wegener and Sherry R. Wegener and declared that the foregoing instrument was their voluntary act and deed.

(SEAL)



Before Me:

Linda M. Langer
Notary Public for Oregon
My commission expires: 5-4-96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 12th day
of Nov. A.D., 19 92 at 1:49 o'clock PM., and duly recorded in Vol. M92,
of _____ Deeds _____ on Page 26854.
Evelyn Biehn - County Clerk
By Randall M. Mulendore

FEE \$50.00

AFTER RECORDING RETURN TO:

Ronald C. Wegener
3735 Pine Grove Road
Klamath Falls, OR 97603

RECIPROCAL EASEMENT AGREEMENT - Page 5