

N TO:
FAIRCLO
Juniper Way
th Falls, OR
97603

K-45872

MUTUAL GRANTS OF EASEMENTS

THIS AGREEMENT, made this _____ day of December, 1993 between DAVID P. FAIRCLO, RICHARD S. FAIRCLO, and SUSAN E. HOUSE, formerly known as SUSAN E. FAIRCLO, hereinafter called THE CHILDREN, and ANN S. FAIRCLO, hereinafter referred to as ANN;

WITNESS:

WHEREAS, THE CHILDREN own real estate located in Section 11, and Section 12 in Township 39 South Range 10 East of the Willamette Meridian, Klamath County, Oregon; ANN owns parcel of real estate located in the SW1/4 of Section 12, more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the property owned by the CHILDREN has located on it a drain field which serves the septic system of ANN for residential purposes; and

WHEREAS, the property owned by ANN has located on it an access road for the benefit of CHILDREN's real property; and

WHEREAS, in consideration of the mutual covenants and grants, the Parties enter into this Agreement.

WITNESS:

CHILDREN hereby grant to ANN an Easement to use, maintain and replace that existing drainfield and septic system located on CHILDREN's property in the SW 1/4 of the SW 1/4 of Section 12 Township 39 South, Range 10 East of the Willamette Meridian.

ANN hereby grants to CHILDREN a non-exclusive easement for access and road purposes located on the existing road across Ann's parcel; costs of maintaining such road easement shall be prorated by the parties according to the actual use. Any major repair or maintenance costs shall be approved by both parties prior to such repair or maintenance.

In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit such dispute to arbitration

where each party appoints one arbitrator and those two arbitrators choose a third. The three arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties.

These Easements and terms hereof are appurtenant to the land and are binding on the parties hereto, there successors, assigns and heirs.

It is understood that Richard S. Fairclo prepared this document and is not acting as the legal representative of any of the parties hereto, and that each of the parties acknowledge having been advised to obtain their own separate counsel.

If suit or action is instituted to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

David P. Fairclo 3 Dec 93

David P. Fairclo

Richard S. Fairclo

Richard S. Fairclo

Susan E. House

Susan E. House

Ann S. Fairclo

Ann S. Fairclo

STATE OF CONNECTICUT

County of Tolland ss.

The foregoing instrument was acknowledged before me this 3 day of December, 1993, by DAVID P. FAIRCLO.

BETTEY J. FARACI

NOTARY PUBLIC

MY COMMISSION EXPIRES AUG. 31, 1997

Betty J. Faraci

Notary Public for Connecticut.

My Commission expires:

STATE OF OREGON

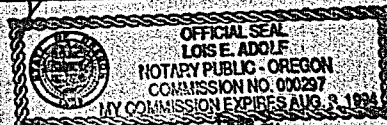
County of Klamath ss.

The foregoing instrument was acknowledged before me this 9th day of December, 1993, by Richard S. Fairclo.

Loise E. Adolf

Notary Public for Oregon

My Commission expires:



STATE OF OREGON

County of Klamath

] ss.
]

The foregoing instrument was acknowledged before me this 15 day of
December, 1993, by Susan E. House, formerly known as Susan E. Fairclo.

Debra Buckingham
 Notary Public for Oregon

My Commission expires: 12-19-96

STATE OF OREGON

County of Klamath

] ss.
]

The foregoing instrument was acknowledged before me this 15 day of
December, 1993, by Ann S. Fairclo.

Debra Buckingham
 Notary Public for Oregon

My Commission expires: 12-19-96

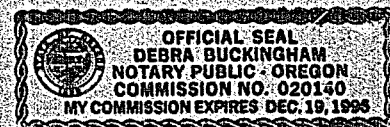


Exhibit "A"

The following described premises situate in the County of Klamath, State of Oregon, to-wit: Beginning at a point 1120 feet North and 230 feet East of the Southwest corner of Section 12, Township 39 South, Range 10 East of the Willamette Meridian, running thence East 320 feet to the Westerly line of Highway 140; thence Northerly along the West line of Highway 140 115 feet; thence West 395 feet; thence South 110 feet to the point of beginning, containing .9 acres more or less.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 16th day
of Dec. A.D., 19 93 at 9:59 o'clock A M., and duly recorded in Vol. M93,
of Deeds on Page 33424

Evelyn Biehn County Clerk

By Dorlene M. Mendenhall

FEE \$45.00