

## AGREEMENT FOR JOINT USE OF ROADWAY

Orem Ranch, Inc., Grantor

TO

Glasspool Living Trust, Beneficiary

After Recording return to  
Vernon & Joan Glasspool  
P.O. Box 12  
Merrill, OR 97633

This agreement made between Vernon Glasspool and Joan Glasspool, Trustees of the Vernon and Joan Glasspool Living Trust, of Merrill, Oregon (referred to as owner) and Orem Ranch, Inc. Of Merrill, Oregon (referred to as user)

## RECITALS

A. Owner is the owner of a certain roadway located adjacent to Lots 3500, 3600, 3700, 3800 and 4000 in Lot 2, Section 11, Township 41 South, Range 10 East of the Willamette Meridian in Klamath County, Oregon.

B. User desires the right to pass through and access over a portion of the roadway adjacent to Lots 3500 and 3600 in Lot 2, Section 11, Township 41 South, Range 10 East of the Willamette Meridian in Klamath County, Oregon as access to Lot 3600.

C. Owner is willing to permit such use of a part of the roadway.

For the reasons set forth above, and in consideration of the mutual covenants and promises contained in this agreement, the parties agree as follows:

## PERMISSION TO USE

User, Users Tenants, Employees and Guests are hereby given the right and permission to pass through, over and upon the roadway adjacent to Lots 3500 and 3600 for access to Lot 3600 from Falvey Road.

## CONSIDERATION

User agrees to pay owner, as compensation for the use of that portion of the roadway, 15% of the annual costs to maintain the roadway 20' in width in each direction and in a reasonable condition. It is anticipated that surface grading, repair of potholes, tree trimming and brush and snow removal will occur on an annual basis at a costs not in excess of \$500.00. User further agrees that user shall be responsible for and repair within 30 days at their own expense any damage to the roadway surface, fences shrubs, trees, etc caused by their activities or the activities of their tenants, employees and guests.

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User agrees to release, hold harmless and indemnify Owner from any and all liability to User, Users family, tenants, employees and guests for personal injury or death or property damage, whether proximate or remote, sustained by User, Users family, tenants, employees and guests resulting from their joint use of the roadway.

User agrees that the rules as published below apply to User, Users Tenants, employees and Guests. User agrees that the rules will be incorporated into all agreements whereby User places someone other than User in possession of Lot 3600 adjacent to the roadway. User further agrees that User will enforce the rules upon Users tenants, employees and guests, and will terminate the tenancy's of tenants who willfully violate the terms of the rules within 30 days.

#### RULES OF USE

Vehicles shall not travel at a speed in excess of 5 miles per hour on the roadway;  
 Vehicles shall not weigh more than 7,000.00 pounds when loaded;  
 Commercial, Recreational and Farm Machinery shall not be allowed upon the roadway unless prior permission is sought from owner, which permission shall not be unreasonably withheld.;  
 Vehicles shall not be parked upon the roadway;  
 Vehicles shall not be repaired upon the roadway;  
 Vehicles shall not be stored upon the roadway;  
 Trash shall not be disposed of or dumped upon the roadway;  
 Livestock shall not be transported on the roadway;  
 Open burning shall not take place upon the roadway;  
 The roadway shall not be used as a playground for childrens group activities or organized sports.

#### SUPERVISION OF WORK

All work done on, in or about the portion of the above described roadway by User to repair the roadway, shall be done under the supervision of Owner, and only after any plans for such work have been submitted to and approved in writing by Owner.

#### ATTORNEY FEES

If any case, suit or action is instituted to enforce any of the provisions hereof, the prevailing party in said suit or action shall be entitled to receive from the other party costs, which shall include court costs, arbitration fees and reasonable attorney fees whether at the trial court or appellate court. This agreement shall be recorded and binding upon the parties hereto and their respective heirs, executors and assigns.

Dated this 2nd day of February, 1998

  
 \_\_\_\_\_  
 Vernon Glasspool, Trustee

By:   
 \_\_\_\_\_  
 Gary Owen  
 Orem Ranch, Inc.

Joan Glasspool  
Joan Glasspool, Trustee

Subscribed and sworn to before me this 2nd day of February, 1995 by Vernon Glasspool, Trustee of the Vernon and Joan Glasspool Living Trust and Joan Glasspool, Trustee of the Vernon and Joan Glasspool Living Trust.

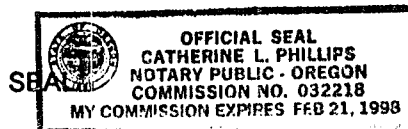


Camille Krieger

Notary Public for Oregon

My Commission Expires: 9-22-96

Subscribed and sworn to before me this 11<sup>th</sup> day of JANUARY, <sup>1996</sup>~~1995~~ by  
Gary D. Urem



Catherine L. Phillips

Notary Public for Oregon

My Commission Expires: 2/21/98

STATE OF OREGON, County of Klamath)ss.

I certify that the within instrument received for record on the 26th day of March, 1996, at 3:06 o'clock PM., and recorded in book/reel/volume No. M96 on page 8338 or as/fee/file/instrument/microfilm/reception No. 15391. Recorded of Deeds of said County.

Witness my hand and seal of County affixed.

Bernetha G. Lersch, County Clerk

Name

Title

By Cathy Russell Deputy

Fee \$40.00

STATUTORY FORM  
AL GRANTOR

Grantor,  
Phillip and Mildred Willett  
Math  
R7EWM  
County, Oregon, to-wit:

(ON REVERSE SIDE)

price is \$35,000 (Here comply with the requirements of ORS 93.030)

day of February, 1996

Sally Caldwell  
Sally Caldwell

March 22, 1996

NOTARY PUBLIC 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 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

STATE OF OREGON, County of Douglas  
This instrument was acknowledged before me on  
by Douglas Breed  
Marie Breed  
DeWean Marie Breed  
Notary Public for Oregon  
My Commission Expires September 23, 1998  
My commission expires

Breed Georgia  
September 23, 1998

STATE OF OREGON,

County of Klamath  
I certify that the within instrument was received for record on the 26th day of March, 1996, at 3:06 o'clock P.M., and recorded in book/reel/volume No. M96 on page 8341 or as fee/file/instrument/microfilm/reception No. 15392. Record of Deeds of said County. Witness my hand and seal of County affixed.

Bernetha G. Letsch, County Clerk  
NAME TITLE  
By C. G. Letsch Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE

Fee \$30.00

WARRANTY DEED

GRANTOR  
Caldwell  
GRANTEE  
Phillip and Mildred Willett  
8950 Trask Rd  
Tillamook, OR 97141  
GRANTEE'S ADDRESS, ZIP  
After recording return to:  
Phillip & Mildred Willett  
8950 Trask Rd  
Tillamook, OR 97141  
NAME, ADDRESS, ZIP

Until a change is requested, all tax statements shall be sent to the following address:  
Same  
NAME, ADDRESS, ZIP