

MTCL 3967800  
 KNOW ALL MEN BY THESE PRESENTS, that Philip L. Jensen, George L. Hom, Merle Hom and Marian Jensen in consideration of the benefits accruing to the above named by reason of said creation of a private roadway agreement, We the undersigned do hereby irrevocably create the following described non-exclusive private roadway easement. Said easement is appurtenant to the respective parcels, to run with the title to said parcels.

An easement over the Easterly 30 feet of Lots 3 and 12 of PIEDMONT HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with that portion of vacated Jones street which inured thereto.

Said easement is to provide ingress and egress to real property of the parties described as follows:

Lots 3 and 12 of PIEDMONT HEIGHTS, Together with that portion of vacated Jones street which inured thereto and Lot 17 of Piedmont heights together with that portion of vacated Jones Street which inured thereto, Excepting from said Lot 17 a tract of land lying North of the Enterprise Irrigation ditch on Lot 17, Piedmont Heights, more particularly described as follows:

Beginning at the Northeast corner of Lot 17; thence South 0 degrees 27' East along a line between Lots 17 and 18 a distance of 146.8 feet to an iron pin; thence North 77 degrees 19' West 109.0 feet to an iron pin; thence North 18 degrees 18 feet West 113.6 feet to an iron pin which is South 0 degrees 27' East a distance of 15 feet from an iron pin which lies on the line between Lots 17 and 23; thence North 0 degrees 27' West 15 feet to an iron pin which lies on the line between Lots 17 and 23; thence East a distance of 141.0 feet, more or less, to the point of beginning.

All parties agree at all times, to maintain and make necessary repairs, should the roadway require same for road's proper upkeep and maintenance, and to share equally the costs of said repair's and maintenance.

The parties shall have all rights of ingress and egress to and from the real estate, including the right from time to time, to cut, trim or remove trees, brush, overhanging branches and other obstructions, necessary for the parties use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto. Except as to the rights herein granted the parties shall have the full use and control of the above described real estate as to their respective parcels.

The parties agree to hold each other harmless from any and all claims of outside parties arising from the rights herein granted.

This agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, personal representatives, assigns or successors in interest to each party.

This agreement dated this 16th day of May, 1996.

*Philip L. Jensen*  
 Philip L. Jensen

*Marian Jensen*  
 Marian Jensen

Witnessed before me this 22<sup>nd</sup> day of May, 1996 by Philip L. Jensen and Marian Jensen.

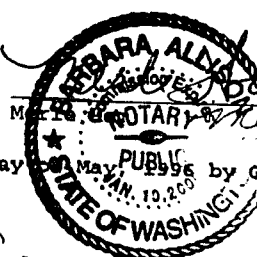
By *Dawn Schooler*  
 Notary Public for the State of Oregon

Seal



My commission expires:

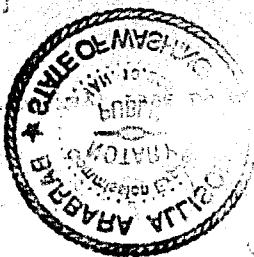
*George L. Hom*  
 George L. Hom



Witnessed before me this 16 day of May, 1996 by George L. Hom and Merle Hom.

By *Barbara Allen*  
 Notary Public for Washington

Seal



15124

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 24th day  
of May A.D., 19 96 at 9:25 o'clock A M., and duly recorded in Vol. M96  
of Deeds on Page 15123

FEE \$35.00

Bernetha G. Letsch, County Clerk  
By Cheryl Russell

THE STATE OF OREGON, County of Klamath, ss. I, Bernetha G. Letsch, County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Klamath, Oregon.

WITNESS my hand and the seal of the County of Klamath, Oregon, this 24th day of May, 1996.

Bernetha G. Letsch, County Clerk