

AFTER RECORDING RETURN TO:
Donald R. Crane, Attorney
Post Office Box 5261
Klamath Falls OR 97601

48899

Vol. M97 Page 38156

97 NOV 20 P1:53

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES

DATED: October 1, 1997

PARTIES: HMR, Inc., an Oregon corporation; James R. Randol, Trustee of the Hermiston Imaging Profit Sharing and Money Purchase Pension Trust; Robert A. Stewart and Marilyn J. Stewart; and Phil Collins and Delores Collins

RECITALS:

A. HMR, Inc. is the owner of that certain real property described on the Deed recorded on September 26, 1997 in Volume M 97 at Page 31527 of the Deed Records of Klamath County, Oregon, which said property is also known as Parcel 1 of Klamath County Land Partition 26-94 as shown on the Plat thereof filed in the office of the Clerk of Klamath County, Oregon.

B. James R. Randol, Trustee of the Hermiston Imaging Profit Sharing and Money Purchase Pension Trust, is the owner of that parcel of property described as Parcel 1 of Klamath County Land Partition 11-92 as shown on the Plat thereof filed in the office of the Clerk of Klamath County, Oregon.

C. Robert A. Stewart and Marilyn J. Stewart, as tenants by the entirety, are the owners of that certain parcel of property described as Parcel 2 of Klamath County Land Partition 11-92, as shown on the Plat thereof filed in the office of the Clerk of Klamath County, Oregon.

D. Robert A. Stewart and Marilyn J. Stewart, as tenants by the entirety, and Phil Collins and Delores Collins, as tenants by the entirety, are the owners of that certain parcel of property described on the Deed recorded in Volume M 92 at Page 10721 of the Deed Records of the Clerk of Klamath County, Oregon.

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

The parties, therefore, agree as follows:

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 on, over, across, and along the real property sixty(60) feet in width and extending thirty (30) feet at right angles on either side of a center line described as:

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES 1

Beginning at an iron pipe on the quarter section line from which the South quarter corner of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, bears South $0^{\circ}21\frac{3}{4}'$ East 916 feet; thence North $60^{\circ}34\frac{1}{2}'$ West 1,998.2 feet to an iron pipe at the intersection of the Northeasterly boundary of Skyline View, a platted portion of Klamath County, Oregon and the centerline of Cannon Avenue.

The easement granted hereby shall be appurtenant to and for the benefit of the real property owned by each of the parties hereto more particularly described in the Recitals section hereinabove.

1.2 Said easements and rights of way may be used for vehicular and pedestrian ingress and egress purposes and for the location and relocation of utilities and services intended for the benefit of the land of the parties described above. Each party acknowledges and agrees that each of the parties to this agreement hold their land for development purposes and intend to divide, subdivide, and sell lots and parcels of their land. This easement shall be for the benefit of and appurtenant to each partition and subdivision of the land of the parties hereto. No party's rights hereunder shall lapse in the event of that party's failure to use the easement and right of way granted hereby on a continuous basis.

Section 2. Construction of Improvements.

2.1 Any of the parties hereto, at any time, may construct, reconstruct, maintain, and improve a roadway and such utilities and services as such party may desire for the purposes described above. However, no other party to this agreement shall be obligated to join in such development and shall not be liable for the cost of any such development unless otherwise agreed in writing.

2.2 No party making improvements pursuant to this agreement shall be obligated to any other party to design, engineer, or construct such improvements with capacity to meet the needs of the land of the other parties to this agreement.

Section 3. Maintenance and Repair.

3.1 The cost of periodic maintenance and necessary repairs to the roadway and other improvements hereafter constructed on the easement and right of way shall be borne exclusively by the party or parties whose land is actively benefitting from said improvements on a pro rata basis.

3.2 Each party shall pay when due all real property taxes, assessments, and other charges against the land to which each party holds fee title and which is part of this mutual

easement. There shall be no right of contribution from any other party for such expense.

3.3 Each party shall and does hereby agree to indemnify and hold each of the other parties harmless from any damages or claims of damages relating to all activities, conditions, operations, and usages on or about the easement by the party and the party's successors in interest.

Section 4. Additional Easements.

4.1 Upon request of any party, the other parties shall grant to the requesting party such reasonable additional permanent and appurtenant easements under and along the easement created hereby as are necessary for installing, repairing, or maintaining water, gas, sewer, storm drainage, electrical, telephone, and cable lines, and other facilities serving all or a portion of the property benefitted by this agreement. In no event shall any such easement extend beyond the boundaries of the easement described above. The cost of all such installation, repair, and maintenance shall be borne by the party requesting the grant of such easement, unless the other parties shall also actively use such easement for similar purposes.

4.2 No installation, repair, or maintenance of any such utility line or facility shall curtail or unreasonably impede the use of the easement for vehicular and pedestrian ingress and egress.

Section 5. Breach of Obligations. In the event that any party to this agreement shall fail to perform its obligations under this agreement, the other parties 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 6. Attorney's 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's fees at arbitration, trial, or on appeal, as adjudged by the appropriate arbitrator, trial or appellate court.

Section 7. Effect of the Agreement. The easements created and granted hereunder shall run with the land as to all property burdened and benefitted 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, mortgagees, and beneficiaries under Deeds of Trust.

Section 8. Land Use Notice. This instrument 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 agreement, the person acquiring fee title to the property should check with appropriate city or county planning departments to verify approved uses and to determine any

limits or lawsuits against farming or forest practices as defined in ORS 30.930.

WITNESS the hands of the parties as of the date first herein set forth.

HMR, Inc., an Oregon corporation

By: T. T. Shaw
Its President

By: Dianne E. Spires
Its Secretary

HERMISTON IMAGING PROFIT SHARING
AND MONEY PURCHASE PENSION TRUST
#80 JAMES R. RANDOL

By: James R. Randol
James R. Randol, Trustee

Robert A. Stewart
Robert A. Stewart

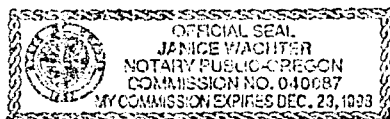
Marilyn J. Stewart
Marilyn J. Stewart

Phil Collins
Phil Collins

Delores Collins
Delores Collins

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 31st day of October, 1997, Dianne E. Spires, who, being duly sworn, did say that she is the Secretary of HMR, Inc., an Oregon corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and she acknowledged said instrument to be its voluntary act and deed.

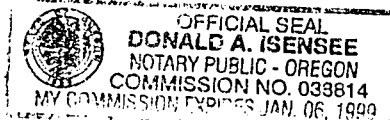


Janice Wachter
Notary Public for Oregon
My Commission Expires 12/23/98

38160

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 17th day of November, 1997,
T.J. Shaw and Donald R. Crane who, each being duly sworn, did
 say that ~~the former~~ is the President and the latter is the Secretary of HMR, Inc., an Oregon
 corporation, and that said instrument was signed and sealed on behalf of said corporation by
 authority of its board of directors; and ~~each~~ of them acknowledged said instrument to be its
 voluntary act and deed.



Donald A. ISENSEE
 Notary Public for Oregon
 My Commission Expires: 1-6-99

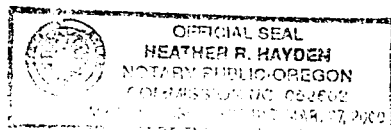
STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 17 day of November, 1997, James R.
 Randol, who, being duly sworn, did say that he is the Trustee of Hermiston Imaging Profit
 Sharing and Money Purchase Pension Trust, and that said instrument was signed and sealed on
 behalf of said trust; and he acknowledged said instrument to be his voluntary act and deed.

Barbara J. Bloodworth
 Notary Public for Oregon
 My Commission Expires: 09-14-98

STATE OF OREGON, County of Klamath) ss.

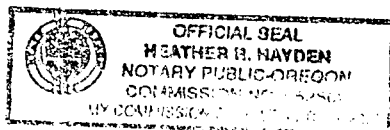
Personally appeared before me the above-named Robert A. Stewart and Marilyn J. Stewart
 and acknowledged the foregoing instrument to be their voluntary act and deed.



Heather R. Hayden
 Notary Public for Oregon
 My Commission Expires: 3-27-2000

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me the above-named Phil Collins and Delores Collins and
 acknowledged the foregoing instrument to be their voluntary act and deed.



Heather R. Hayden
 Notary Public for Oregon
 My Commission Expires: 3-27-2000

RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES 5

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Donald R. Crane the 20th day
 of November A.D. 19 97 at 1:53 o'clock P. M., and duly recorded in Vol. M97
 of Deeds on Page 38156.

FEE \$50.00

By Bernetha G. Letsch, County Clerk
Kathleen Ross