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Vol. 1198 Page 17407

Grantor's Name and Address:

Vernon Glasspool and Joan Glasspool, Trustees
P.O. Box 12
Merrill, OR 97633

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Grantee's Name and Address:

Daniel Balderas and Brenda Balderas
P.O. Box 29
Merrill, OR 97633

RATLIFF & WHITNEY - SMITH

After recording return to:

Vernon Glasspool et al
P.O. Box 12
Merrill, OR 97633

GRANT OF EASEMENT AND USE AGREEMENT

RECITALS

1. Vernon Glasspool and Joan Glasspool, Trustees of the Vernon and Joan Glasspool Living Trust, hereinafter referred to as "first party" are the owners of the following parcel of real property located in Klamath County, Oregon, upon which a roadway currently exists:

LOT 3700. Beginning at a point on the Westerly right of way line of U.S.R.S. Drain No. 6 in Lot 2, Section 11, Township 41 South, Range 10 East of the Willamette Meridian, which point is West 2098.6 and South 190 feet from the corner common to Sections 1, 2, 11 and 12 of said Township and Range; thence continuing South along said right of way line 140 feet; thence West at right of angles 100 feet; thence North at right angles and parallel to said right of way line 140 feet; thence East 100 feet to the point of beginning.

Beginning at a point on the Westerly right of way line of U.S.R.S. Drain No. 6 in Lot 2, Section 11, Township 41 South, Range 10 East of the Willamette Meridian, which point is West 2098.6 and South 330 feet from the corner common to Sections 1, 2, 11 and 12 of said Township and Range; thence continuing South along said right of way line 10 feet; thence West at right of angles 100 feet; thence North at right angles and parallel to said right of way line 10 feet; thence East 100 feet to the point of beginning.

LOT 3800. Beginning at a point on the Westerly right of way line of U.S.R.S. Drain No. 6 in Lot 2, Section 11, Township 41 South, Range 10 East of the Willamette Meridian, which point is 2092.1 feet West and 340 feet South from the Northeast corner of said Section 11; thence West 100 feet; thence North 310 feet to the South right of way line of County Road thence West 40 feet on said right of way line to the Northeast corner of the tract of land described in book 330 at Page 395, Deed Records; thence South along the East line of said deeded tract to the mean high water line of Lost River; thence Southeasterly along said mean high water line to the West right of way line of said Drain #6; thence North along said Drain right of way line to the point of beginning.

2. Ila J. Charrier-Roethler is the holder of the mortgagee's interest in the following parcel of real property located in Klamath County, Oregon, adjacent to which a roadway currently exists:

LOT 4000. Beginning at a point on the East line of a tract conveyed to Loftus Gray and wife, by deed recorded June 21, 1961, in Book 330 at Page 395, said point being West 2236.6 feet from the Section corner common to Sections 1, 2, 11 and 12 of said Township and Range and South to a point that is 425 feet North from the North line of Lost River; thence from said

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point of beginning, West parallel to the North line of said Section 11 a distance of 100 feet; thence South parallel to the East line of said Gray tract a distance of 400 feet, more or less, to the North bank of Lost River; thence East along Lost River to the East line of said Gray tract; thence North along the East line of said Gray tract a distance of 425 feet to the point of beginning.

3. Daniel Balderas and Brenda Balderas are the purchasers of Lot 4000 above, and presently are the owners of the fee interest. Ila J. Charrier-Roethler and Daniel and Brenda Balderas collectively are referred to as "second party".

4. First party is the owner of a roadway which provides access from that Lots 3700 and 3800 to Falvey Road, in Klamath County, Oregon.

5. Second party utilizes the above roadway for access from Lot 4000 to Falvey Road, in Klamath County, Oregon and has historically utilized the roadway for that purpose.

6. First party hereby grants to second party a perpetual easement 40 feet in width over the property on which the roadway presently exist for access from Lot 4000 to Falvey Road, in Klamath County, Oregon.

7. Second party agree to pay first party 45% of the annual cost to maintain the roadway described above in a reasonable condition. It is anticipated that surface grading, repair of pot holes, tree trimming, brush and snow removal will occur on an annual basis at a cost not to exceed \$500.00. Second party further agrees that they should be responsible for and repair within 30 days at their own expense, any damages to the roadway surface, fences, shrubs, trees, etc., caused by their activities or the activities of their tenants, employees and guests. The percentage of cost figured herein is based upon the present percentage of second parties total usage of the roadway and in the event that significant changes in that percentage of use shall occur in the future, the parties agree that the percentage of cost shall be modified.

8. Second party agrees that the rules of use as delineated hereafter shall apply to second party, second party's tenants, employees and guests. Second party further agrees that second party shall inform second party's tenants, employees and guests of the rules of use and incorporate the rules of use into all agreements whereby second party places someone other than second party in possession of Lot 4000. Second party further agrees that second party will enforce the rules of use upon second party's tenants, employees and guests, and will terminate the tenancy's of tenants who willfully continue to violate the rules of use after 30 days notice of violation.

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 pounds when loaded, unless prior permission is sought from first party, which permission shall not be unreasonably withheld;

Livestock shall not be transported on the roadway, unless prior permission is sought from first party, which permission shall not be unreasonably withheld;

Commercial, Recreational and Farm Machinery shall not be allowed upon the roadway unless prior permission is sought from first party, 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;

Open burning shall not take place upon the roadway;

The roadway shall not be used as a playground for children;

The roadway shall not be used for any illegal purpose, or for transport of unlicensed or uninsured vehicles.

All work done on, in or about the portion of the above described roadway by second party to repair the roadway, shall be done under the supervision of first party, and only after any plans for such work have been submitted to and approved in writing by first party. The costs of any repairs expended by second parties pursuant to this paragraph shall be agreed upon between all users of the roadway in advance. In the event an emergency necessitates second party's expending any sums without the opportunity to consult with first party, and the other users of the roadway, second party agrees that the expenditures shall be reasonable and no more than required to resolve the emergency situation.

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 March, 1998.

Vernon Glasspool
Vernon Glasspool Trustee

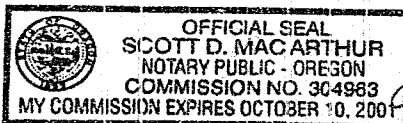
Joan Glasspool
Joan Glasspool Trustee

Daniel Balderas
Daniel Balderas

Brenda Balderas
Brenda Balderas

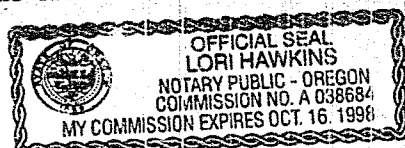
Ila J. Charrier-Roethlis
Ila J. Charrier-Roethlis

SUBSCRIBED AND SWORN to before me this 13th day of April, 1998
by the above named Vernon Glasspool and Joan Glasspool, Trustees of the
Vernon and Joan Glasspool Living Trust.



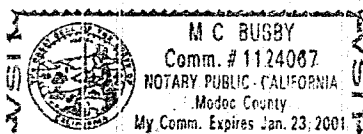
Scott D. MacArthur
Notary Public for Oregon
My Commission Expires: 10/10/2001

SUBSCRIBED AND SWORN to before me this 9th day of April, 1998
by the above named Daniel Balderas and Brenda Balderas.



Lori Hawkins
Notary Public for Oregon
My Commission Expires: 10/16/98

SUBSCRIBED AND SWORN to before me this 3rd day of March, 1998
by the above named Ila J. Charrier-Roethler.



M C Busby
Notary Public for ~~Oregon~~ California
My Commission Expires: January 23, 2001

STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record on
the 22nd day of May, 1998 at 11:10 o'clock A.M., and
recorded in book/reel/volume No. M98 on page 17407 or as
fee/file/instrument/microfilm/reception No. 58615, Record of Deeds of said
County.

Witness my hand and seal of County affixed.

Bernierha G. Lersch, Co. Clerk
Name Title

By Kathleen Ross, Deputy

Fee: \$45.00