

AFTER RECORDING RETURN TO: HENDRIX & BRINICH, LLP, 716 NW Harriman, Bend, OR 97701, 541/382-4980

EASEMENT

Merrie Schrott, Grantor, conveys to Deirde Maxwell and John Maxwell, husband and wife, and to Faron Poore and Michelle Poore, Grantees, and Grantees' successors, heirs and assigns, a perpetual, nonexclusive, easement 12 feet wide and 165 feet long, for ingress and egress purposes along an existing road lying in Government lot 5, Section 31, T.23S., R.11E., Willamette Meridian, said real property located in Klamath County, State of Oregon. The easement is described as follows:

An easement located in Section 31, T.23S., R.11E., Willamette Meridian, commencing at the West One-Quarter Corner of said section 31, being a 2.5" Aluminum Capped Aluminum Pipe; thence N01°04'49"E along the West line of said Section 31 a distance of 727.00'; to the True Point of Beginning of this description; thence leaving said section line and running N54°14'00"E 165.00', more or less, to a point on the Westerly Right of Way line of the Fremont Highway (U.S. Hwy. 31) and there terminating.

This easement runs with and is appurtenant to the land and for the benefit of: the real property in Klamath County, Oregon, currently owned by John Maxwell and Deirde Maxwell, husband and wife, and described as tax lot 300, in section 36, T.23S., R.10E., Willamette Meridian, Oregon; and the real property in Klamath County, Oregon, currently owned by Faron Poore and Michelle Poore, husband and wife, and described as tax lot 400, in section 36, T.23S., R.10E., Willamette Meridian, Oregon.

The true consideration for this conveyance is dismissal with prejudice of the claims filed in *John Maxwell and Deirde Maxwell v. Merrie Schrott, Klamath County Circuit Court Case # 9804427CV*, the conveyance of an easement by John Maxwell and Deirde Maxwell, husband and wife, for ingress and egress benefiting Tax lot 300, Section 36, T. 23S. R.10E., Willamette Meridian, Klamath County, Oregon, and other valuable consideration receipt of which is hereby acknowledged.

In the event any party to this agreement, or their successors, or the title holder to the real property benefited or burdened by this easement, engages an attorney to enforce this agreement or any of its terms, whether or not a suit or action is commenced, it is agreed that the prevailing party shall be entitled to recover reasonable attorney fees and costs.

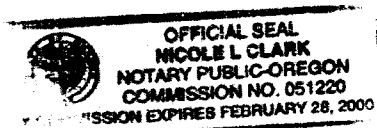
DATED this 3 day of May, 1999.


Merrie Schrott

23395

STATE OF OREGON)
) ss.
County of Deschutes)

3rd The foregoing instrument was acknowledged before me by Merrie Schrott this
day of ~~April~~ May, 1999.



Nicole L. Clark

Notary Public for Oregon
My Commission Expires: 2/28/2000

State of Oregon, County of Klamath

Recorded 6/14/99, at 3:10 p m.

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Linda Smith,

County Clerk

Fee \$ 35 KE