

AFTER RECORDING RETURN TO:

Ken Brinich
Hendrix & Brinich, L.L.P.
716 NW Harriman St.
Bend, OR 97701

Vol. M99 Page 25112

1999 JUN 25 PM 2:38

ROADWAY EASEMENT

John R. Maxwell and Deirdre G. Maxwell, husband and wife, Grantors, convey to Faron Poore and Michelle Poore, husband and wife, Grantees, and Grantees' successors, heirs and assigns, a perpetual, nonexclusive easement, 12 feet wide, for ingress and egress purposes, along an existing road, said real property located in Tax Lot 300, Section 31, T.23 S., R. 11 E., Willamette Meridian, Klamath County, State of Oregon, described as follows:

An easement located in Section 31, Township 23 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said easement being 12.00 feet in width, lying 12.00 feet on each side of the following described centerline:

Commencing at the south edge of tax lot 300 along an existing road, diagonally north and east on an "as built" existing road, to the section line between section 36 of T.23 S., R. 10 E, and section 31 of T.23 S., R. 11 E., Willamette Meridian, Klamath County, State of Oregon, where said road continues on an existing as built road located within government lot 5 of section 31 of T.23 S., R. 11 E.

This easement runs with the land, and is appurtenant to and for the benefit of the real property in Klamath County, Oregon, currently owned by Faron Poore and Michelle Poore, and described as tax lot 400 Section 36, T.23 S., R.10 E, Willamette Meridian, Klamath County, State of Oregon.

The true consideration for this conveyance is dismissal with prejudice of the claims filed in John Maxwell and Deirdre Maxwell v. Merrie Schrott, Klamath County Circuit Court Case # 9804427CV, the conveyance by Merrie Schrott of an easement for ingress and egress to Tax lots 300 and 400, Section 36, T.23 S., R. 10 E, Willamette Meridian, Klamath County, State of 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.

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 INSTRUMENT, THE PERSON ACQUIRING FEE 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 CRS 30.930.

WITNESS Grantors' hands this 24 day of May, 1999.

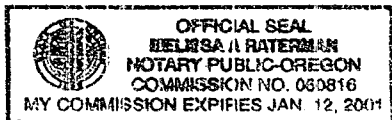
John R. Maxwell
JOHN R. MAXWELL

Deirdre G. Maxwell
DIEDRE G. MAXWELL

STATE OF OREGON, County of Deschutes) s.s.

On this 21st day of May, 1999, personally appeared before me the above named John R. Maxwell, and acknowledged the foregoing instrument to be their voluntary act and deed.

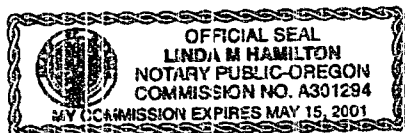
Melissa R. Bateman
Notary Public for Oregon
My commission expires 01-12-01



STATE OF OREGON, County of Deschutes) s.s.

On this 24th day of May, 1999, personally appeared before me the above named Diedre G. Maxwell, and acknowledged the foregoing instrument to be their voluntary act and deed.

Linda M. Hamilton
Notary Public for Oregon
My commission expires 5-15-01



State of Oregon, County of Klamath
Recorded 6/25/99, at 2:38 p. m.
In Vol. M99 Page 25112
Linda Smith.
County Clerk Fee \$ 30. RR

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