

AFTER RECORDING, RETURN TO:

Lance L. Lesueur
2340 Watson Street
Klamath Falls OR 97603

RECIPROCAL EASEMENT AGREEMENT

DATE: September 15, 1999

PARTIES: JOHN R. HAWKINS and MARY K. HAWKINS, husband and wife, Grantors,
herein called "Hawkins"; and LANCE L. LESUEUR and MARY BERNICE
LESUEUR, husband and wife, herein called "Lesueurs."

RECITALS:

A. The Hawkins own real property located in Klamath County, Oregon generally known as 2310 Watson Street, Klamath Falls, Oregon, and which is more particularly described as follows:

Lot 40, Piedmont Heights, Klamath County, Oregon
Tax Lot No. 3909-001DA-02100

B. Lesueurs are the owners of real property located in Klamath County, Oregon generally known as 2340 Watson Street, Klamath Falls, Oregon, and which is more particularly described as follows:

Lot 39 Piedmont Heights, Klamath County, Oregon
Tax Lot No. 3909-001DA-02000

C. Lesueurs desire to install and maintain a telephone line from the telephone pole located on the easement in front of Hawkins' residence, over Hawkins land to Lesueurs' residence.

D. Hawkins are willing to grant Lesueurs an easement for the installation and maintenance of said telephone line on the terms and conditions contained here.

AGREEMENT:

1. Hawkins do hereby grant and convey to Lesueurs an easement for the installation and maintenance of a telephone line from the telephone pole shown on the diagram attached hereto as Exhibit "A" to Lesueurs' house as shown on Exhibit A. This easement shall be appurtenant to the land of Lesueurs described above and shall be for the benefit of Lesueurs' land.

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2. The easement shall be used for the installation and maintenance of a telephone line and for no other purpose.

3. Lesueurs shall be fully responsible for the costs of installing and maintaining the telephone line and shall indemnify and hold Hawkins harmless from any damage caused to Hawkins' property and from any other liability arising as a result of Lesueurs' installation, maintenance, and use of the subject telephone line.

4. Lesueurs shall cause the telephone line to be installed in a good and workmanlike manner and shall see that the installation of the line is done in a timely manner and without extended possession of Hawkins' land. In the event that Lesueurs find it necessary to remove any improvements including landscaping on Hawkins' land, then Lesueurs shall promptly repair any damage to Hawkins' property and replace any landscaping or other improvements that may be temporarily removed during the installation process.

5. Lesueurs shall be fully responsible and liable for the continuing maintenance, repair, and replacement of the telephone line. In the event of any damage to the telephone line, Lesueurs shall promptly repair the same or remove the telephone line. In the event that Lesueurs fail to maintain the telephone line in good repair and use, then Hawkins shall have the right to terminate this easement, and Lesueurs' rights hereunder shall then immediately cease.

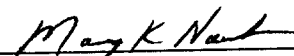
6. In the event that either party shall fail to perform its obligations under this Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and in addition to Hawkins' rights of termination as provided above.

7. 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 arbitrator or the trial or appellate courts.

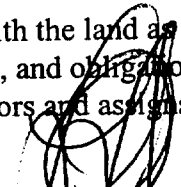
8. The easement granted herein shall run with the land as to the property burdened and benefitted by such easement. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit each party's successors and assigns.



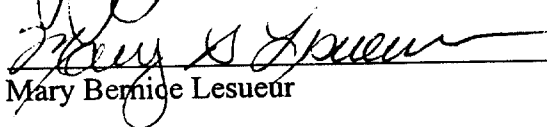
John R. Hawkins



Mary K. Hawkins



Lance L. Lesueur



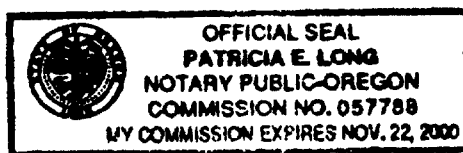
Mary Bernice Lesueur

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named John R. Hawkins and Mary K. Hawkins and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 27th day of January, ²⁰⁰⁰1999. *PL*

Patricia E. Long
Notary Public for Oregon
My Commission Expires: 11-22-2000

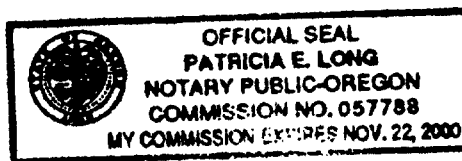


STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Lance L. Lesueur and Mary Bernice Lesueur and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 24th day of January, ²⁰⁰⁰1999. *PL*

Patricia E. Long
Notary Public for Oregon
My Commission Expires: 11-22-2000



NE 1/4 SEC. 01 T.39S. R.09E. W.M.
 KLAMATH COUNTY
 T-100
 KLAMATH

THIS MAP WAS PREPARED FOR
 ASSESSMENT PURPOSE ONLY.

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 39 09 01DA

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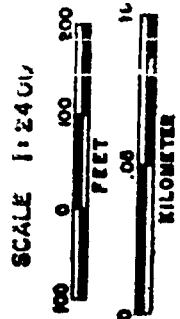
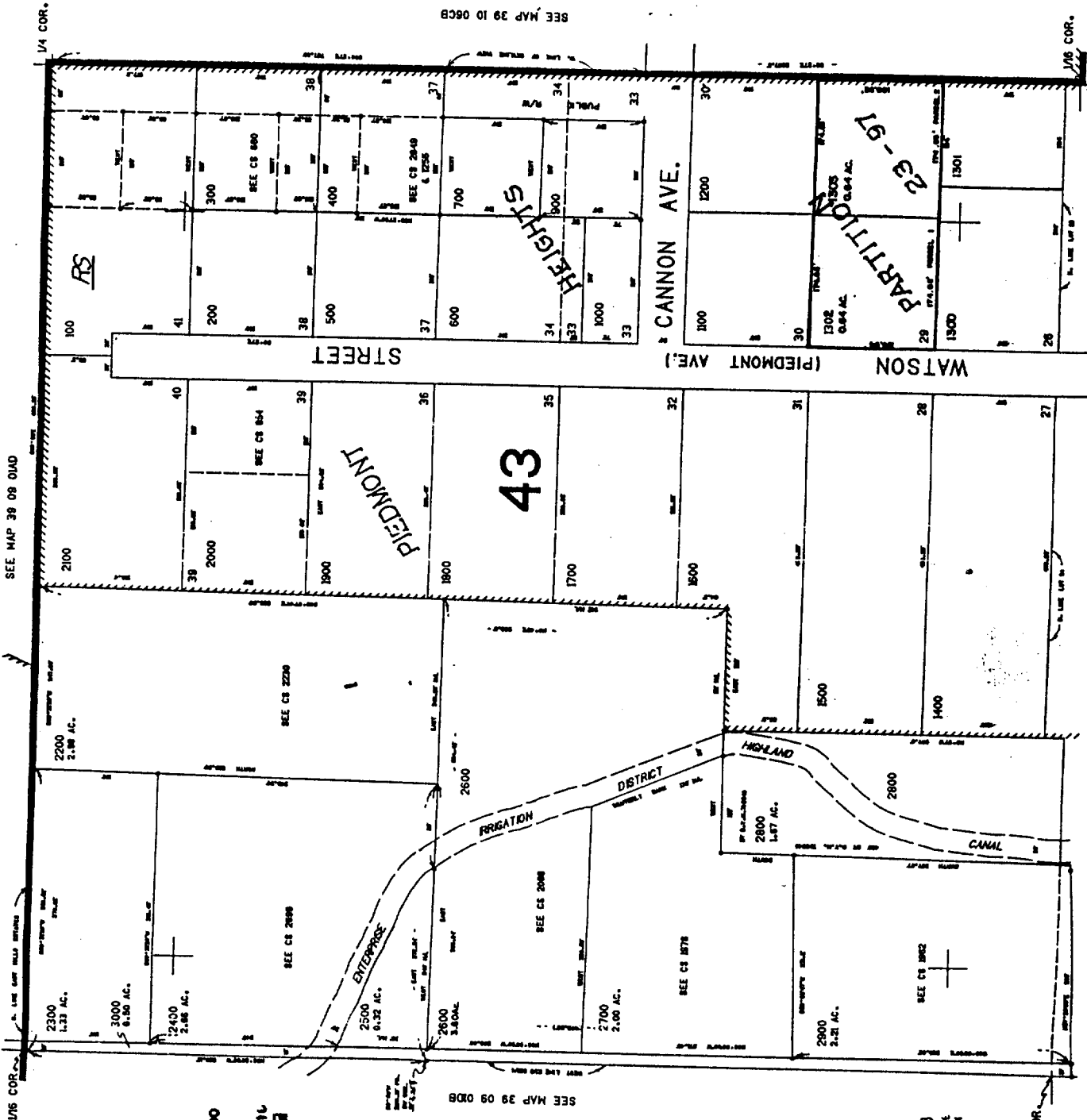


EXHIBIT "A"

State of Oregon, County of Klamath
 Recorded 1/28/00, at 12:13 p.m.
 In Vol. M00 Page 2951
 Linda Smith,
 County Clerk Fee \$36-

RECEIVED
 MAR 19 1930
 DEPT. OF REVENUE
 STATE OF OREGON

SEE MAP 39 09 01AD

SEE MAP 39 09 01DB

SEE MAP 39 10 06CB

SEE MAP 39 09 01DD

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