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EASEMENT AGREEMENT

This Agreement is made as of the 1st day of October, 2000, by and between Harold K. Pickrell and Margaret A. Pickrell, herein called "Pickrells", and Wilbur A. Walker and Marie L. Walker, herein called "Walkers".

RECITALS:

A. The Pickrells own the following described property:

Two parcels of land situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

PARCEL ONE

Parcel 1 of Land Partition 1-98, (Record of Survey No. 6239) recorded in the County Clerks Office, Klamath County, Oregon.

PARCEL TWO

A parcel of land created by Property Line Adjustment 4-98, (Record of Survey No. 6210) on file in the County Surveyor's Office, Klamath County, Oregon, further described as follows:

Beginning at a point from which the 1/4 corner on the west boundary of said Section 10 bears South 00° 08' 00" West 692.26 feet; thence from said point of beginning North 00° 09' 29" East 643.63 feet on the west boundary of said Section 10; thence South 89° 31' 32" East 207.01 feet; thence South 20° 09' 27" East 380.41 feet; thence South 00° 10' 53" East 285.60 feet; thence North 89° 53' 00" West 340.71 feet to the point of beginning, containing 4.47 acres more or less.

B. The Walkers own the following described real property:

A parcel of land situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin at the southwest corner of said parcel, from which the 1/4 corner on the west boundary of said Section 10 bears South 26° 20' 17" West 771.62 feet; thence from said point of beginning North 00° 10' 53" West 285.60 feet to a 5/8 inch iron pin; thence North 20° 09' 27" West 380.41 feet more or less to a 5/8 inch iron pin on the north boundary of said SW 1/4 NW 1/4 of Section 10; thence South 89° 31' 22" East, along said north boundary, 294.63 feet to a 5/8 inch iron pin; thence, leaving said north boundary, South 28° 06' 06" East 340.42 feet to a 5/8 inch iron pin; thence South 28° 29' 08" East 124.51 feet to a 5/8 inch iron pin; thence South 36° 33' 03" East 111.29 feet to a 5/8 inch iron pin; thence South 28° 26' 36" East 161.73 feet to a 5/8 inch iron pin; thence North 89° 52' 17" West 525.66 feet to the point of beginning, containing 5.54 acres more or less.

C. GRANT OF EASEMENT (Part One)

ESTABLISHMENT OF RIGHT OF WAY:

The Pickrells hereby grant and convey to the Walkers an easement, which includes vehicular and pedestrian ingress and egress access, public utility, sanitary sewer and drainage easements, over, across and along the real property situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin on the northerly right-of-way of Mallory Drive, from which the west 1/4 corner of said Section 10 bears South 85° 29' 22" West 345.52 feet; thence from said point of beginning North 89° 31' 46" W, along said right-of-way, 30 feet; thence North 00° 10' 53" West 887.30 feet; thence along a 20 foot radius curve to the left 17.91 feet, (long chord bears North 25° 50' 25" West 17.32 feet); thence along a 60 foot radius curve to the right 127.07 feet, (long chord bears North 09° 10' 18" East 104.62 feet); thence South 20° 09' 27" East 60 feet; thence South 00° 10' 53" West 950.09 feet to the point of beginning.

GRANT OF EASEMENT (Part Two)

ESTABLISHMENT OF RIGHT OF WAY:

The Walkers hereby grant and convey to the Pickrells an easement, which includes vehicular and pedestrian ingress and egress access, public utility, sanitary sewer and drainage easements, over, across and along the real property situated in the SW 1/4 NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron pin at the southwest corner of said parcel, from which the 1/4 corner on the west boundary of said Section 10 bears South 26° 20' 17" West 771.62 feet; thence North 00° 10' 53" West 285.60 feet; thence North 20° 09' 27" West 60 feet; thence along a 60 foot radius curve to the right 168.91 feet (long chord bears South 29° 30' 38" East 118.40 feet); thence along a 20 foot radius curve to the left 17.91 feet (long chord bears South 25° 28' 39" West 17.31 feet); thence South 00° 10' 53" West 223.32 feet; thence North 89° 52' 17" West 30 feet to the point of beginning.

D. Use of the right of ways shall be on a regular, continuous, non exclusive, non priority basis, benefiting the parties, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees. However, neither party's rights hereunder shall lapse in the event of that party's failure to use the easement and right of way on a continuous basis.

E. Either party may build, construct and maintain on the easement a roadway and such utility services, as the party may desire. However, neither party shall be liable for the cost of such construction or maintenance until such party commences using the easement for the benefit of his or her property. At such time as both parties, or their successors and assigns, are making a beneficial use of the easements, then the cost of maintaining and improving the easement shall be shared by each user in proportion to the use made of easement by each such person.

F. Such maintenance and repairs shall be performed by the respective parties on a prompt, diligent and regular basis in accordance with the generally accepted street and road maintenance standards then existing under the laws of Klamath County, Oregon.

G. Each party shall pay when due all real property taxes, assessments or other charges against the land to which each party holds fee title and which is part of the private roadway. There shall be no right of contribution from the other party for such items.

H. Each party hereby indemnifies and holds harmless the other party from any liability arising out of the usage of the easement by the indemnifying party.

I. DEDICATION

If the parties are requested by an appropriate governmental jurisdiction to dedicate the easement for public use, or if one of the parties so requests such a dedication, each party shall promptly execute and deliver to such jurisdiction deeds conveying their respective portions of the roadway for such purposes.

J. BREACH OF OBLIGATIONS

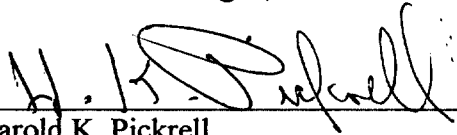
In the event either party shall fail to perform its obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon Law and those rights of cure and reimbursement specifically granted under this agreement.


K. ATTORNEY 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 fees at trial or on appeal as adjudged by the trial or appellate court.

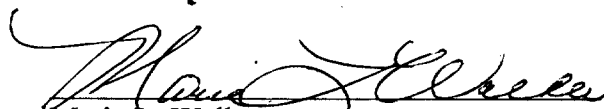
L. EFFECT OF THE AGREEMENT

The easements granted hereunder shall run with the land as to all property burdened and benefited 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 and mortgagees.


Harold K. Pickrell


Wilbur A. Walker

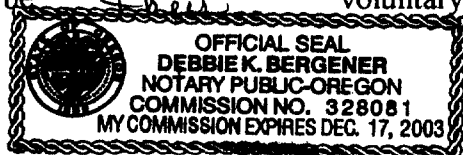

Margaret A. Pickrell


Marie E. Walker

STATE OF OREGON, County of Klamath)ss.

oct 3, 2000

Personally appeared the above named Harold K Pickrell & Margaret A Pickrell and acknowledged the foregoing instrument to be their voluntary act and deed.

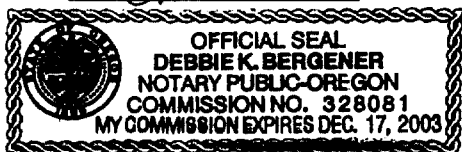


Before me: Debbie K Bergener
 Notary Public for Oregon
 My Commission Expires: 12-17-03

STATE OF OREGON, County of Klamath)ss.

Oct 18, 2000

Personally appeared the above named Wilbur A Walker & Marie L Walker and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me: Debbie K Bergener
 Notary Public for Oregon
 My Commission Expires: 12-17-03

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

State of Oregon, County of Klamath
 Recorded 10/23/00, at 11:07 A m.
 In Vol. M00 Page 38505
Linda Smith,
 County Clerk Fee \$ 36.00