

ROAD AND UTILITY EASEMENT AGREEMENT

THIS AGREEMENT made this 20 day of December, 2000, between REBECCA I. SHORT, AS SUCCESSOR TRUSTEE OF THE JOHN A. SHORT TRUST DATED DECEMBER 10, 1991, hereinafter called "Grantor," and RONALD C. SHORT and KATHLEEN G. SHORT, as tenants by the entirety, hereinafter called "Grantees."

RECITALS

1. WHEREAS, Grantor owns certain real property in Klamath County, Oregon, more particularly described in Exhibit "A" attached hereto and herein referred to as "Grantor's parcel"; and
2. WHEREAS, Grantees own real property in Klamath County, more particularly described in Exhibit "B" attached hereto and herein referred to as "Grantees parcel"; and
3. WHEREAS, the parties have been operating under an agreement wherein the parcels are mutually benefited by an access and utility easement running from Highway 39 to Grantee's parcel and across Grantor's parcel, and the parties desire to recognize such easement; and
4. WHEREAS, description of such easement is as set out in Exhibit "C" and is referred to herein as "the easement", Now, Therefore,

AGREEMENTS AND GRANTS

1. In consideration of \$1.00 and other valuable consideration hereby paid to Grantor, the Grantor hereby grants a non-exclusive easement across Grantor's property for the benefit of the Grantees. Location of such easement is described in Exhibit "C" attached hereto
2. Said easement shall be for ingress and egress, and for location of utilities. Neither party shall conduct activities upon the easement which shall unreasonably interfere with the rights of the other as enumerated herein.
3. The easement, duties and obligations herein created are appurtenant and shall run with the land, burdening Grantor's parcel and benefiting both Grantor's parcel and Grantees' parcel.

4. All expenses, construction, maintenance, repair and replacement of said easement or facilities shall be the responsibility of the parties prorated according to their respective utilization as set forth below. This easement is non-exclusive; however either party may locate utilities along the easement benefiting only one parcel providing such location and use does not unreasonably interfere with the other party's rights as enumerated herein.
5. All expenses of maintenance, repair and replacement of said easement facilities shall be paid by the parties who use such easement on a prorated basis, where the actual usage shall be taken into account. In other words, if one party is using the easement 50% of the time and causing 50% of the wear and tear on joint facilities, then such party's share of the maintenance costs shall be 50%. In the event that such prorate of maintenance, repair and replacement is not agreed to by the parties, such amounts shall be determined by arbitration where each party appoints one arbitrator and those arbitrators choose another. Those arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties.
6. It is recited that presently Grantees are not significantly utilizing the easement and initially no costs shall be attributed to Grantees.
7. If suit or action is instituted to enforce any of the provisions of this Contract, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first above written.

GRANTOR:

Rebecca D Short

GRANTEES:

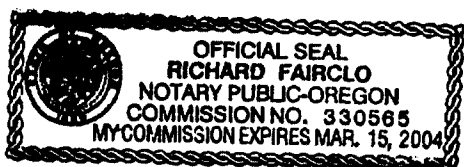
[Signature]
Arthur L Short

STATE OF OREGON]

] ss.

County of Klamath]

On this ~~20~~^{22nd} day of December, 2000, personally appeared before me the above-named RONALD C. SHORT and KATHLEEN G. SHORT, and acknowledged the above to be their voluntary act and deed.



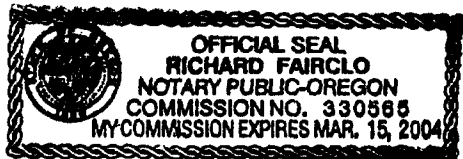
[Signature]
Notary Public for Oregon
My Commission expires:

STATE OF OREGON]

] ss.

County of KLAMATH]

On this ~~20~~^{22nd} day of January, 2000, personally appeared before me the above-named REBECCA I. SHORT, AS SUCCESSOR TRUSTEE OF THE JOHN A. SHORT TRUST DATED DECEMBER 10, 1991, and acknowledged the above to be her voluntary act and deed.



[Signature]
Notary Public for Oregon
My Commission expires:

46541 #2

3910-19-400

EXHIBIT "A"

The following-described real property in Klamath County,
Oregon:

The South half of the Southwest quarter of Section 19,
Township 39 South, Range 10 E.W.M., excepting so much
thereof as was conveyed to the United States by
H. S. Newton and wife, by deed recorded in Book 23,
page 579, Deed Records of Klamath County, Oregon.

EXHIBIT B

the following described real property situate in Klamath County, Oregon, to-wit:

That portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, lying Westerly of the 1-A Drain, EXCEPTING THEREFROM that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19 described as follows:

Beginning at the Northwest corner of the SW $\frac{1}{4}$ of said Section 19, thence South along the Section line 420 feet; thence East 270 feet and thence North 420 feet to the East and West center line of said Section 19; thence West along said center section line of said Section 19 to the point of beginning.

Richard Fairclo
Attorney at Law
280 Main Street
Klamath Falls OR 97601

DESCRIPTION FOR EASEMENT

A strip of land 30 feet in width situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 19, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being 15 feet on each side of the following described centerline:

Beginning at a point on the west line of said Section 19, said point being 15 feet from the northwest corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence east, parallel to and 15 feet from, measured at right angles, the north line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ 900 feet, more or less, to a point, said point being 15 feet from, measured at right angles, the southwesterly line of the USBR A-7-A lateral; thence 30.00 feet southeasterly and easterly parallel to and 15 feet from, measured at right angles, the southwesterly and southerly line of said A-7-A lateral to a point, said point being 15 feet east of the centerline of an existing ditch crossing; with the side lines of said strip to be lengthened or shortened to be continuous and to terminate at said west line of Section 19.

2256-01
12/13/00

State of Oregon, County of Klamath
Recorded 12/28/00, at 9:33 a.m.
In Vol. M00 Page 46538
Linda Smith,
County Clerk Fee\$ 46⁰⁰