

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 23 day of August, 2001, by and between Thomas R. Sterling and Nina K. Sterling, hereinafter called the First Party, and Gary L. Ennis and Linda K. Ennis; Ronald M. Mitchell and Kathleen I. Mitchell; Thomas V. Large; Merrie Schrott and Margaret Linda Phillips, all of whom are hereinafter individually and collectively called Second Party; and

WHEREAS, First Party is the owner of the following described real property in the SE ¼ of the NE ¼ of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon (known as Tax Lot 700) and described in that certain Deed recorded September 14, 1994, in Vol. M94, Page 28989, and has the unrestricted right to grant the easement described hereinafter; and

WHEREAS, Each Second Party is the owner of real property located to the south and/or west of First Party and desires an easement for legal rights of access across the property of First Party;

NOW, THEREFORE, in consideration of good and valuable consideration paid by Second Parties and the mutual agreements contained hereinafter, the parties agree as follows:

First Party, upon receipt of agreed consideration, does hereby agree with, grant, assign and set over to each Second Party, with respect to the property of each as described herein, a non-exclusive easement ("subject easement") for a legal right of ingress and egress in conjunction with other necessary rights of easement to connect to Oregon Highway No. 31 an easement twenty (20) feet in width, as described in Exhibit A attached hereto, subject to the terms and conditions of this Agreement, and appurtenant to the following parcels, each of which is recorded in Deed Records of Klamath County, Oregon:

Ennis: Deed Recorded Nov. 6, 1989, Vol. M89, Page 21411

Mitchell: Deed Recorded June 10, 1999, Vol. M99, Page 22906

Large: Deed Recorded August 10, 2000, Vol. M00, Page 29339

Schrott: Deed Recorded January 26, 1990, Vol. M90, Page 1816,
and Deed Recorded December 17, 1993, Vol. M93, Page 33688
Save and Except that parcel described in that deed recorded Aug.
10, 2000, Vol. M00, Page 29229

Phillips Deed Recorded December 1, 2000, Vol. M00, Page 43399

Each Second Party, in consideration of the grant of easement herein, agrees to each of the following terms and conditions:

1. First Party and Second parties currently utilize, and have used, an existing physical access roadway which runs from Highway 31 westerly across a parcel of land presently owned by Merrie Schrott, and described in attached Exhibit B, (and referred to herein as the "Schrott Easement"), then generally south and west across the northwest corner of U. S. Forest Service property (and referred to herein as the "Forest Service right of way"), to the eastern most point of a twenty foot wide easement, the centerline of which is described as:

"Beginning at a point on the East line of Sec 36, Twp. 23 South, R. 10 East, W.M., which is 329.79 feet North 1°04'49" East along said East line from the ¼ corner of said Sec. 36, thence North 89°32'59" West 652.51 feet, thence North 1°43'00" East 682.80 feet to its terminus, all the above described lying within Sec. 36, Twp. 23 South, R. 10 East, W.M."

(and which easement is herein referred to as the "common easement"). The parties agree to continue to use and maintain a roadway utilizing the Forest Service right of way; this general means of access has been used by the parties for many years. Accordingly, the parties agree that the easement granted herein shall be solely for legal rights of access only and shall not be developed or traveled by any Second Party. No party to this easement, either directly or indirectly, shall interfere with the roadway presently existing on the U.S. Forest Service parcel, or do any act which might cause the U. S. Forest Service to terminate the use of the existing roadway for the benefit of the parties to this agreement.

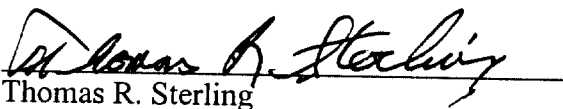
2. So long as physical access is permitted or passively allowed by the U.S. Forest Service across the Forest Service parcel, Second Party, and each of them, agrees that First Party shall be entitled to exclusive use and control of the parcel described in Exhibit A. Upon termination of a parties' use of the Forest Service right of way, by formal notice, legal action or physical destruction or obstruction of the right of way by the Forest Service, Second Party shall then, during any such period, be entitled to physical use of the subject easement. Each Second Party hereby agrees to hold and save the First Party harmless from any and all claims of them-selves or third parties arising from such Second Party's use of the rights herein granted. Each Second Party releases any claim to any land of First Party except as provided herein, or in and to said "common easement."
3. Each party shall share in the maintenance and upkeep of (1) the Schrott Easement, (2) the Forest Service right of way (or the subject easement), and (3) the "common easement" in accordance with that parties' proportionate use of each of the easements, in accordance with the terms and provisions of Oregon law, including but not limited to the provisions of ORS 105.170 to 105.185 as presently exists and as may be amended.
4. Each Party herein shall fully and completely make available to each other party herein, the full extent of the "common easement" as it may affect the property of that Party.

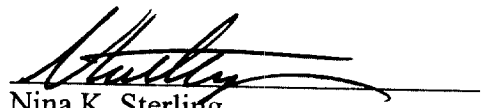
5. No Party shall block, or cause or permit another to block, any portion of the Schrott Easement, the Forest Service right of way (or the subject easement during any period Second Party(s) are permitted physical use pursuant to paragraph 2 above), or any portion of the common easement, or any driveway of any Party, by any dirt, gravel, rock, other debris, or snow or ice, or by any vehicle, log or any other object(s), or by any ditch or other interference with the roadway and/or its' surface.
6. The failure of any Second Party, or successor, to reasonably abide by the foregoing provisions shall entitle First Party to apply to the Circuit Court of Klamath County, Oregon for an order terminating the legal easement granted herein to such Party.
7. In the event that it is necessary to enforce the provisions of this Easement Agreement, the prevailing party shall be entitled to an order awarding that party's reasonable attorney fees, including those attributed to any appeal.
8. The grant of Easement by First Party is not effective for the benefit of any Second Party until the respective Second Party has accepted and agreed to the terms and conditions provided herein and which acceptance shall be indicated by proper execution of this Agreement by said Second Party; the Agreement may be executed by separate Agreement counterparts.

This Agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators and successors in interest as well.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first stated above.

FIRST PARTY:


Thomas R. Sterling


Nina K. Sterling

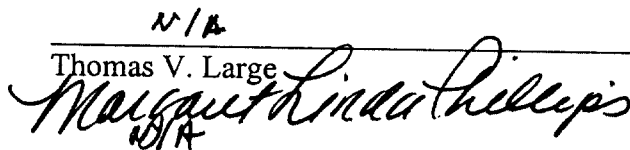
SECOND PARTIES:

N/A
Gary L. Ennis

N/A
Linda K. Ennis

N/A
Ronald M. Mitchell

N/A
Kathleen I. Mitchell

N/A
Thomas V. Large

Margaret Linda Phillips

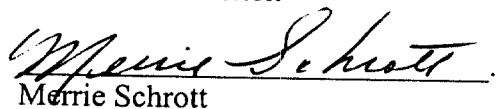

Merrie Schrott

Exhibit A
Sterling Easement/
Ennis; Mitchell; Large; Schrott; Phillips

An easement on a parcel of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the SE corner of that parcel conveyed to Thomas R. Sterling, et ux by Deed recorded September 14, 1994, in Vol. M94, Page 28989, Deed Records of Klamath County, Oregon (and the NE corner of that parcel conveyed to Gary L. Ennis, et ux by Deed recorded November 6, 1989, Vol. M89, Page 21411), and thence running North 10.0 feet along the east line thereof, to the TRUE POINT OF BEGINNING; thence running 50.0 feet North along said east line of the Sterling parcel to a point; thence West 20.0 feet at a right angle to said east line to a point; thence South 50.0 feet, parallel with said East line of the Sterling parcel to a point 10.0 feet north of the South line of the Sterling parcel; thence East 20.0 feet (and 10.0 feet equidistant north from said south line) to the Point of Beginning.

Exhibit B
"Schrott Easement"
Ennis; Mitchell; Large; Schrott; Phillips

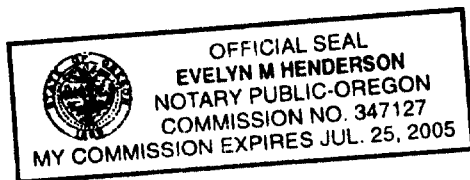
An easement for ingress and egress, lying in Government Lot 5, Section 31, Township 23 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said easement being 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

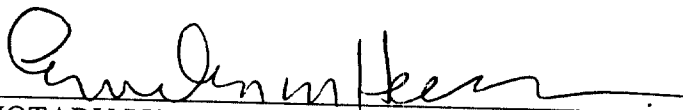
Commencing at the West One-Quarter Corner of said Section 31, being a 2.5" Aluminum Cap; thence North 01 Degree 04' 49" East along the West line of said Section 31 a distance of 15 feet to the True Point of Beginning of this description; thence leaving said section line and running Easterly along a line 15.00 feet northerly of and parallel with the East-West Centerline of said Section 31 a distance of 65.00 feet; thence North 67 Degrees 00' 00" East 32.00 feet; thence North 79 Degrees 00' 00" East 124.00 feet; thence North 26 Degrees 00' 00" East 70.00 feet; thence North 31 Degrees 00' 00" East 130.00 feet; thence North 26 Degrees 00' 00" East 65 feet, more or less, to a point on the westerly Right of Way line of the Fremont Highway (U.S. Hwy. 31) and there terminating.

56284

STATE OF OREGON, County of Deschutes)ss.

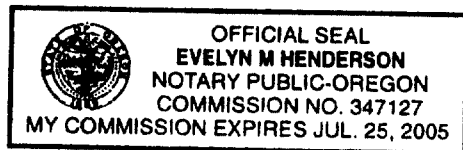
This instrument was acknowledged before me on 8-23-01, 2001, by
THOMAS R. STERLING and NINA K. STERLING.

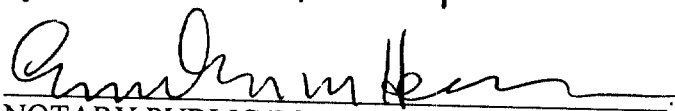



NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-25-05

STATE OF OREGON, County of Deschutes)ss.

This instrument was acknowledged before me on 8-23, 2001, by
MERRIE L. SCHROTT. + margaret Linda phillips.




NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-25-05

State of Oregon, County of Klamath
Recorded 11/02/01 2:24 p.m.
In Vol. M01 Page 56279
Linda Smith,
County Clerk Fee\$ 4/6⁰⁰