

*Return:*  
*Mark & Laurie*  
*greif*  
*18580 So.*  
*Poe Valley*  
*Rd*  
*Klamath*  
*Falls*  
*Or 97603*

*mjc 57152-KR*

DRIVEWAY ACCESS, UTILITY AND OPEN SPACE EASEMENT

This agreement made on the date last signed below by and between Mark W. Greif and Laurie J. Greif, husband and wife hereinafter "Greif" and Taylor E. High, individually, hereinafter "High" subject to the terms, conditions and covenants which follow:

1. Subject Matter: (a) Greif is the owner of parcel 3 of land partition 62-97 situate in Section 30, Township 39 South, Range 11 ½ EWM Klamath County, Oregon (hereinafter "parcel 3-62-97"); (b) High is the owner of Parcel 1-62-97 situate in the Section 30, Township 39 South, Range 11 ½ EWM Klamath County, Oregon (hereinafter "parcel 1-62-97"); (c) the owner of parcel 1 of land partition 34-00, situate in the NE ¼ and SE ¼ of the E ½ of Section 30, Township 39 South, Range 11 ½ EWM, Klamath County Oregon (hereinafter "parcel 1-34-00"); (d) parcel 2 of land partition 34-00, situate in the SE ¼ E ½ of Section 30, Township 39 South, Range 11 ½ EWM, Klamath County Oregon (hereinafter "parcel 2-34-00"; and (e) the owner of parcel 3 of land partition 34-00 situate in the SE ¼ E ½ of Section 30, Township 39 South, Range 11 ½ EWM Klamath County Oregon (hereinafter "parcel 3-34-00"). Each parcel is benefited and burdened by the following conveyances of easements.

2. Consideration: The consideration for the easements below is the cross grants of easements described herein, and the covenants provided below.

3. Roadway and Utility Easement Conveyance. (a) Greif grants to High as owner of parcel 1-34-00, parcel 2-34-00, parcel 3-34-00 a 30 foot wide appurtenant easement for roadway and public utility access the legal description of the easement as to parcel 1-34-00 which is attached Exhibit "A"; the legal description of the easement as to parcel 2-34-00 which is attached Exhibit "B"; and parcel legal description of the easement as to 3-34-00 which is Exhibit "C". (b) High grants a 30' wide easement appurtenant across parcel 1-34-00 in favor of parcel 3-62-97 for roadway public utility purposes as shown in Exhibit "D". High reserves for the benefit of a parcel 1-62-97, a 30' wide easement appurtenant for roadway and public utility access across parcel 1-34-00 as provided in attached exhibit "E". (c) High reserves for the benefit of parcel 2-34-00, 3-34-00, a 30' wide easement appurtenant for roadway and public utility access across parcel 1-34-00.

4. Terms of the Roadway and Utility Easements: The following conditions and covenant apply to High his heirs, successors and assigns as to parcel 1-34-00, parcel 2-34-00 and parcel 3-34-00:

- a) Each of the easements herein described above shall be nonexclusive.
- b) No beneficiary may expand an easement for his, her or their benefit to lands not otherwise described in this instrument.
- c) Each of the easements described above shall run with the land.

- d) Each shall be required to assume responsibility for the layout, construction and maintenance of the roadway sufficient to provide suitable access and egress. To the extent that the holders should provide one or more residences on the subject property, holders shall at their exclusive cost and expense improve the roadway with a suitable gravel surface to allow vehicle travel.
- e) The holders of the roadway easements above described shall provide said ditches, drains, culverts and water bars over and across the subject roadway to prevent erosion.
- f) The holders of the roadway easements above described shall not erect or install gates, or fences, or otherwise block the roadway easement, and the holders of the roadway easement shall not store equipment or materials on the property, or otherwise interfere with passage across said easement at any time.
- g) Each easement granted herein is to benefit the respective parties for residential use. The parties benefited shall not use the road for commercial purposes (excluding appurtenant farming or forestry on this site) nor shall owners increase the use of said roadway by further partitioning, dividing or subdividing the benefited parcels.
- j) The holders of the roadway easements above described excluding Greif his heirs, successors and assigns, as to parcel 3-62-97 shall pay all expense of repairs, maintenance, upkeep along its entire course, including the costs of snow removal in proportion to the use made of the easement as provided in ORS 105.175.

4. Relocation of Roadway and Utilities: Greif his heirs, successors and assigns holding title to parcel 3-62-97 may at any time on prior written notice the properties benefited by the roadway and utility easement, and upon payment of all costs and expenses associated therewith, relocate the easement across their property along the center line of the Westerly boundary of parcel 3-62-97 in which case the owners of parcel 1-34-00, 2-34-00 and 3-34-00 shall issue cross grants of easement.

5. Underground Construction: The public utility easement granted herein shall provide parties benefited the right to burrow, trench and layout underground utilities provided that said work shall be done in a good workman like fashion and the lands restored to their prior condition. Such easement shall include as necessary such above ground transformers, junction boxes or utility provided equipment as may be necessary to serve the subject parcels.

## 6. Open Space Easement:

- a) High grants across parcel 3-34-00 in favor of Greif for the benefit of parcel 3-62-97; a 20 foot wide nonexclusive easement appurtenant parallel to the Easterly property line and perpendicular to the Southerly line of parcel 3-34-00 for recreational access and egress onto BLM lands to the South of parcel 34-00.

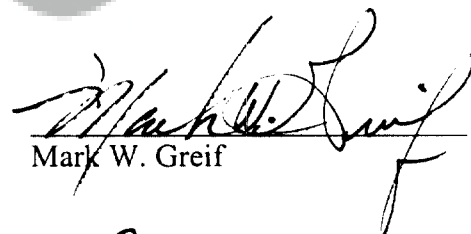
7. Indemnity and Hold Harmless: Each person or their heirs, successors or assigns benefited by the easement across the property of Greif described as parcel 3-62-97, shall indemnify and hold Greif harmless from any and all claims, actions, suits or proceedings arising from in any way relating to injury or property damage sustained by said parties, their guests, invitees, licensees, making use of the roadway and utility easement for any cause, or condition arising from use of the roadway or any portion thereof, excepting such claim resulting from intentional or wanton of conduct of Greif, his heirs, successors or assigns.

8. Costs and Attorneys Fees: In the event it shall be necessary for any party to this agreement, his, her, their heirs and assigns to bring action for the interpretation and enforcement of this instrument as against one or more of the owners of the properties benefited or burdened by the respective easements, their successors and assigns, the prevailing party or parties shall be entitled to his, her their attorneys fees, costs and disbursements incurred as against the non prevailing parties, both jointly and severally.

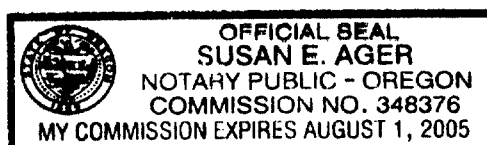
9. Execution in Counterpart: This easement agreement shall be effective as and between the respective parties upon the signatures of each may be executed concurrently, sequentially, or in counterpart that each executed a copy thereof shall be considered an original.

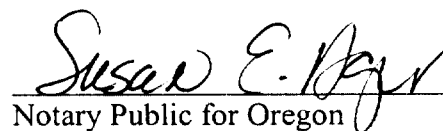
In witness whereof the parties hereto have set their hands and seals opposite the dates written below.

Dated this 14<sup>th</sup> day of May, 2002.

  
Mark W. Greif

SUBSCRIBED AND SWORN to before me this 14<sup>th</sup> day of May, 2002 by Mark W. Greif.

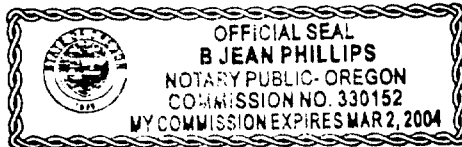


  
Notary Public for Oregon

Dated this 13 day of May, 2002.

Laurie J. Greif  
Laurie J. Greif

SUBSCRIBED AND SWORN to before me this 13 day of May, 2002 by Laurie J. Greif.

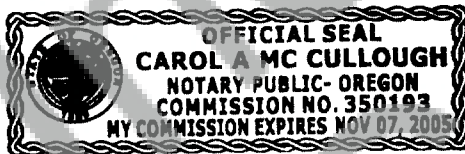


[Signature]  
Notary Public for Oregon

Dated this 10 day of May, 2002.

[Signature]  
Taylor E. High

SUBSCRIBED AND SWORN to before me this 10 day of May, 2002 by Taylor E. High.



Carol A. McCullough  
Notary Public for Oregon

OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.  
SANDIE ENSOR

**TRU SURVEYING, INC. LINE**

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

**32283**

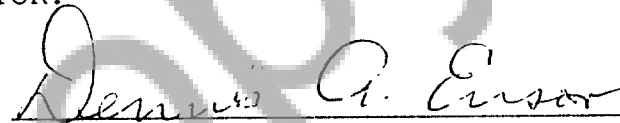
JOHN HEATON L.S.T.  
CHAD ENSOR L.S.T.

SEPTEMBER 27, 2001

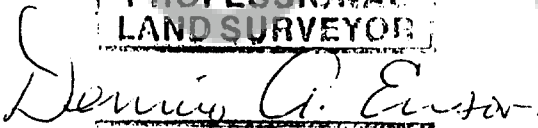
LEGAL DESCRIPTION OF ACCESS AND PUBLIC UTILITY EASEMENT  
TO PARCEL 1 OF "LAND PARTITION 34-00"

A 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT BEING A PORTION OF PARCEL 3 OF "LAND PARTITION 62-97", SITUATED IN THE E1/2 OF SECTION 30, T39S, R11 1/2EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL 3, FROM WHICH THE NORTHWEST CORNER OF SAID PARCEL 3 BEARS N31°12'49"E 189.04 FEET; THENCE, ALONG THE SAID CENTERLINE, S23°38'59"W 64.29 FEET, S13°17'02"W 287.81 FEET, S09°30'35"W 209.60 FEET, S16°59'15"W 467.15 FEET AND N38°42'57"W 191.69 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 1 OF "LAND PARTITION 34-00", WITH BEARINGS BASED ON THE MAP OF "LAND PARTITION 34-00" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

  
DENNIS A. ENSOR O.L.S. 2442

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/01

EXHIBIT A

## OWNERS

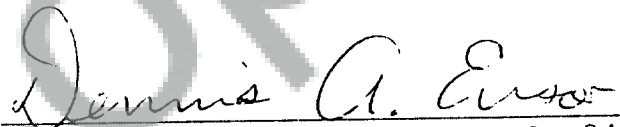
DENNIS ENSOR O.L.S., C.W.R.E.  
SANDIE ENSOR**TRU SURVEYING, INC. LINE**2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691**32284**JOHN HEATON L.S.I.T.  
CHAD ENSOR L.S.I.T.

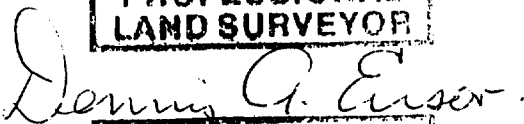
SEPTEMBER 27, 2001

LEGAL DESCRIPTION OF ACCESS AND PUBLIC UTILITY EASEMENT  
TO PARCEL 2 OF "LAND PARTITION 34-00"

A 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT BEING A PORTION OF PARCEL 3 OF "LAND PARTITION 62-97" AND A PORTION OF PARCEL 1 OF "LAND PARTITION 34-00", SITUATED IN THE E1/2 OF SECTION 30, T39S, R11 1/2EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 1, FROM WHICH THE CORNER COMMON TO SAID PARCEL 1 AND PARCEL 3 OF "LAND PARTITION 62-97" BEARS S49°23'51"E 26.02 FEET; THENCE, ALONG THE SAID CENTERLINE, S23°38'59"W 259.28 FEET, S13°17'02"W 287.81 FEET, S09°30'35"W 209.60 FEET, S16°59'15"W 598.42 FEET, S20°52'43"W 222.81 FEET, N72°13'44"W 124.78 FEET AND N60°16'14"W 117.32 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 2, WITH BEARINGS BASED ON THE MAP OF "LAND PARTITION 34-00" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

  
DENNIS A. ENSOR O.L.S. 2442

REGISTERED  
PROFESSIONAL  
LAND SURVEYOROREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/01

EXHIBIT B



OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.  
SANDIE ENSOR

**TRU SURVEYING, INC. LINE**

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

**32285**


JOHN HEATON L.S.I.T.  
CHAD ENSOR L.S.I.T.

OCTOBER 05, 2001

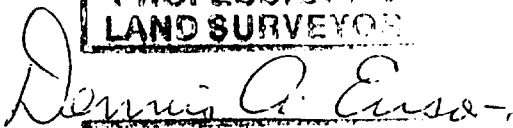
LEGAL DESCRIPTION OF ACCESS AND PUBLIC UTILITY EASEMENT  
TO PARCEL 3 OF "LAND PARTITION 34-00"

A 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT BEING A PORTION OF PARCEL 3 OF "LAND PARTITION 62-97" AND A PORTION OF PARCEL 1 OF "LAND PARTITION 34-00", SITUATED IN THE E1/2 OF SECTION 30, T39S, R11 1/2EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 1, FROM WHICH THE CORNER COMMON TO SAID PARCEL 1 AND PARCEL 3 OF "LAND PARTITION 62-97" BEARS S49°23'51"E 26.02 FEET; THENCE, ALONG THE SAID CENTERLINE, S23°38'59"W 259.28 FEET, S13°17'02"W 287.81 FEET, S09°30'35"W 209.60 FEET, S16°59'15"W 598.42 FEET AND S20°52'43"W 271.22 FEET TO A POINT ON THE NORTHEASTERLY LINE OF PARCEL 3 OF "LAND PARTITION 34-00", WITH BEARINGS BASED ON THE MAP OF "LAND PARTITION 34-00" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

  
DENNIS A. ENSOR O.L.S. 2442

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12/31/01

EXHIBIT C

LEGAL DESCRIPTION OF ACCESS AND PUBLIC UTILITY EASEMENT  
TO PARCEL 3 OF "LAND PARTITION 62-97"

A 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT BEING A PORTION OF PARCEL 1 OF "LAND PARTITION 34-00", SITUATE IN THE E1/2 OF SECTION 30, T39S, R11½ EWM, KLAMATH COUNTY, OREGON, THE CENTER LINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF SAID PARCEL 1, FROM WHICH THE CORNER COMMON TO SAID PARCEL 1 OF LP 34-00, PARCEL 3 OF LAND PARTITION 62-97 BEARS S 49°, 23 MINUTES 51 SECONDS EAST, 26.02' THENCE, ALONG SAID CENTER LINE S 26° 38 MINUTES, 59 SECONDS WEST, 64.29' TO THE POINT THAT SAID LINE INTERSECTS THE PROPERTY LINE BETWEEN PARCEL 1 OF LAND PARTITION 34-00 AND PARCEL 3 OF LAND PARTITION 62.97, WITH BEARING BASED ON THE MAP OF "LAND PARTITION 34-00" ON FILE AT THE OFFICES OF THE KLAMATH COUNTY SURVEYOR.



OWNERS

DENNIS ENSOR O.L.S. C.W.R.E.  
SANDIE ENSOR

**TRU SURVEYING, INC. LINE**

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

**32287**


JOHN HEATON L.S.I.T.  
CHAD ENSOR L.S.I.T.

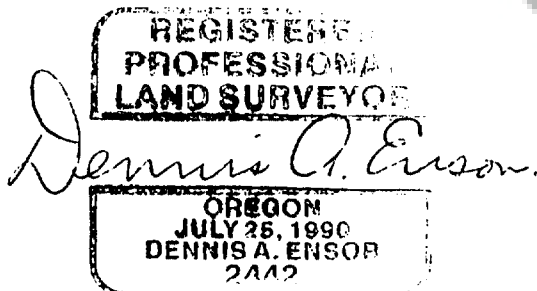
SEPTEMBER 27, 2001

LEGAL DESCRIPTION OF ACCESS AND PUBLIC UTILITY EASEMENT  
TO PARCEL 1 OF "LAND PARTITION 62-97"

A 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT BEING A PORTION OF PARCEL 1 OF "LAND PARTITION 34-00", SITUATED IN THE NE1/4 OF SECTION 30, T39S, R11 1/2EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHEASTERLY LINE OF PARCEL 1 OF "LAND PARTITION 34-00", FROM WHICH THE CORNER COMMON TO SAID PARCEL 1 AND PARCEL 3 OF "LAND PARTITION 62-97" BEARS S49°23'51"E 26.02 FEET; THENCE, ALONG THE SAID CENTERLINE, S23°38'59"W 75.61 FEET, N46°12'09"W 88.50 FEET AND N36°13'21"W 97.63 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF PARCEL 1 OF "LAND PARTITION 62-97", WITH BEARINGS BASED ON THE MAP OF "LAND PARTITION 34-00" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

  
DENNIS A. ENSOR O.L.S. 2442



EXPIRES 12/31/01

EXHIBIT E

