

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR
RECORDING. ANY ERRORS IN THIS COVER SHEET
DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

State of Oregon, County of Klamath
Recorded 02/18/2003 1:04 p. 1 m.
Vol M03 Pg 09421-26
Linda Smith, County Clerk
Fee \$ 46⁰⁰ # of Pgs 6

OC
AFTER RECORDING RETURN TO:

William P. Brandsness
411 Pine Street
Klamath Falls, or 97601

MAIL TAX STATEMENTS:

C.L. Shuey
P.O. Box 70
Chemult, OR 97731

Document to be Recorded: Agreement for Easement

Agreement By and Between: Chauncey L. Shuey and Amyrose Shuey, husband and wife,
Stephen R. Wert and Peachy P. Thomas and Carol Thomas,
husband and wife

Real Property assigned as a perpetual non-exclusive easement:

A strip of land located in the N½ of Section 20, Township 30 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon lying 15 feet on each side of the following described centerline:

Beginning at a point on the northerly right-of-way of Military Crossing Road (a county road) from which the North quarter corner of said Section 20 bears North 3°34'03" West, 1616.39 feet; thence North 21°37'01" East, along the centerline of an existing roadway, 291.88 feet to a point being 15 feet southerly of the South line of the NW¼NE¼ of Section 20; thence South 88°38'09" East, parallel to and 15 feet southerly of said South line, 593.31 feet; thence North 37°09'45" East 128.64 feet to a point on the westerly line of the Wert Parcel and the point of terminus thereof.

A strip of land located in the N½ of Section 20, Township 30 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon lying 15 feet on each side of the following described centerline:

Beginning at a point on the northerly right-of-way of Military Crossing Road (a county road) from which the North quarter corner of said Section 20 bears North 3°34'03" West, 1616.39 feet; thence North 21°37'01" East, along the centerline of an existing roadway, 307.87 feet to a point on the South line of the NW¼NE¼ of said Section 20 and the point of terminus thereof.

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into effective this 31st day of December 2002, by and between Chauncey L. Shuey and Amyrose Shuey, husband and wife, hereinafter called "Shuey", Stephen R. Wert, hereinafter called "Wert" and Peachy P. Thomas and Carol Thomas, husband and wife, hereinafter called "Thomas".

RECITALS:

A. Shuey is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

SW $\frac{1}{4}$ NE $\frac{1}{4}$; and W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 20 in Township 30 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; EXCEPTING THEREFROM that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwesterly of the Military Crossing Road and Southeasterly of the canal; hereinafter called the "Shuey Parcel".

B. Wert is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

A parcel of land situate in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20, Township 30 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a point 900 feet East of the Southwest corner of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; thence continuing East 660 feet; thence North 660 feet; thence West 660 feet; thence South 660 feet to the point of beginning, Hereinafter called the "Wert Parcel".

C. Thomas is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

S $\frac{1}{2}$ SW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$; and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 16; W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ SE $\frac{1}{4}$; NW $\frac{1}{4}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$; and NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17; E $\frac{1}{2}$ SE $\frac{1}{4}$, lying Northerly of the Military Crossing Road; N $\frac{1}{2}$ NE $\frac{1}{4}$; and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 30 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM a parcel of land situate in the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20, Township 30 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a point 900 feet East of the Southwest corner of the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 20; thence continuing East 660 feet; thence North 660 feet; thence West 660 feet; thence South 660 feet to the point of beginning.

D. The parcels or real property owned by the parties are subject to and may benefit from an easement created by an Easement Agreement dated June 28, 1968 between Crown Zellerbach

1. AGREEMENT FOR EASEMENT

Corporation, a Nevada corporation and Boise Cascade Corporation, a Delaware corporation, which Easement Agreement was recorded on September 8, 1969 in Volume M-69 Deeds at page 7690 Records of Klamath County, Oregon and a Memorandum of Road Agreement dated June 28, 1968 between Crown Zellerbach Corporation, a Nevada corporation and Boise Cascade Corporation, a Delaware corporation, which Memorandum of Road Agreement was recorded on September 8, 1969 in Volume M-69 Deeds at page 7698 Records of Klamath County, Oregon, hereinafter called the "Boise Cascade Easement".

E. The Boise Cascade Easement is not reasonably useable by the parties and the parties desire to terminate the Boise Cascade Easement and to grant to one another new easements had are useable by the parties.

QUITCLAIM OF EASEMENT

The each party hereto releases and quitclaims to each of the other parties hereto any right title or interest that they might have in the Boise Cascade Easement.

EASEMENT AGREEMENTS

Shuey and Thomas convey to Wert, his heirs, successors, and assigns, for the use and benefit of the Wert Parcel, a perpetual non-exclusive easement across the property of Shuey and Thomas, more particularly described as:

A strip of land located in the N½ of Section 20, Township 30 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon lying 15 feet on each side of the following described centerline:

Beginning at a point on the northerly right-of-way of Military Crossing Road (a county road) from which the North quarter corner of said Section 20 bears North 3°34'03" West, 1616.39 feet; thence North 21°37'01" East, along the centerline of an existing roadway, 291.88 feet to a point being 15 feet southerly of the South line of the NW¼NE¼ of Section 20; thence South 88°38'09" East, parallel to and 15 feet southerly of said South line, 593.31 feet; thence North 37°09'45" East 128.64 feet to a point on the westerly line of the Wert Parcel and the point of terminus thereof.

Shuey conveys to Thomas, their heirs, successors, and assigns, for the use and benefit of the Thomas Parcel, a perpetual non-exclusive easement across the property of Shuey, more particularly described as:

A strip of land located in the N½ of Section 20, Township 30 South, Range 9 East of the Willamette

2. AGREEMENT FOR EASEMENT

Meridian, Klamath County, Oregon lying 15 feet on each side of the following described centerline:

Beginning at a point on the northerly right-of-way of Military Crossing Road (a county road) from which the North quarter corner of said Section 20 bears North $3^{\circ}34'03''$ West, 1616.39 feet; thence North $21^{\circ}37'01''$ East, along the centerline of an existing roadway, 307.87 feet to a point on the South line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 20 and the point of terminus thereof.

The terms of these easements are as follows:

1. The grantee of each easement, their agents, independent contractors and invitees shall use the easement for road purposes only, for access to their respective parcels and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon. The grantee of each easement shall maintain and secure all gates and cattle guards upon the easement.
2. The grantors of each easement reserve the right to use, construct, reconstruct and maintain the roadway located upon the easement and grantors of each easement may use the easement as a roadway and grant use rights for use by third parties. The grantors of each easement shall be under no duty to repair or maintain the roadway in the easement.
3. The grantees of each easement agree to indemnify and defend the grantors of each easement from any loss, claim or liability to such grantors arising in any manner out of use of the easement. The grantees of each easement assume all risks arising out of their use of the easement and the grantors of each easement shall have no liability to such grantees or others for any condition existing thereon.
4. These easements are appurtenant and for the benefit of the Wert Parcel and the Thomas Parcel.
5. These easements shall be perpetual and shall not terminate for periods of non-use by the grantees. Said easements may be terminated upon written agreement by the parties, their heirs, successors and assigns.
6. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.
7. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the

3. AGREEMENT FOR EASEMENT

trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

8. This Agreement may be amended only by an instrument in writing executed by all the parties.

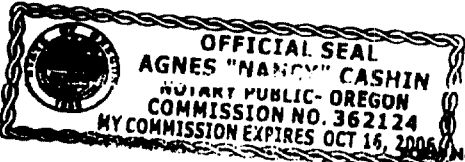
9. This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

10. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

to be executed this 23 day of December 2002.

Chauncey L. Shuey
Chauncey L. Shuey
Anyrose Shuey
Anyrose Shuey
Stephen R. Wert
Stephen R. Wert

Peachy P. Thomas
Peachy P. Thomas
Carol Thomas
Carol Thomas

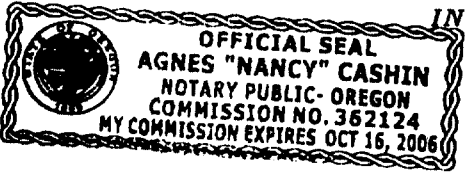


STATE OF OREGON,
County of DESCHUTES } ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 2ND day of JANUARY, 2003, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named STEPHEN R. WERT

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that he..... executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

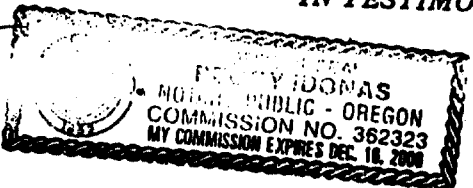
Agnes Nancy Cashin
Notary Public for Oregon
My commission expires OCT 16, 2006

STATE OF OREGON,
County of KLAMATH } ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 29th day of JANUARY, 2003, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named PEACHY P. THOMAS & CAROL THOMAS

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that they..... executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Peggy Eldon
Notary Public for Oregon
My commission expires 12/18/2008

AGREEMENT
of ESCALATION

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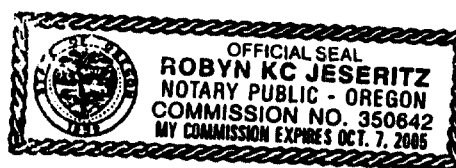
STATE OF OREGON)
) ss.
County of Klamath)

Co. of Clackamas

Personally appeared the above-named Chauncey L. Shuey and Amyrose Shuey, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Robyn KC Jeseritz
Notary Public for Oregon
My Commission expires: *OCT. 7, 2005*

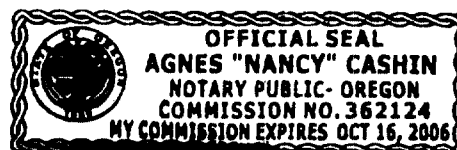
STATE OF OREGON)
) ss.
County of *DESCHUTES*)



Personally appeared the above-named Stephen R. Wert, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Agnes "Nancy" Cashin
Notary Public for Oregon
My Commission expires: *OCT 16 2006*

STATE OF OREGON)
) ss.
County of Klamath)



Personally appeared the above-named Peachy P. Thomas and Carol Thomas, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Peggy Idonas
Notary Public for Oregon
My Commission expires: *12/16/2006*

