

EASEMENT

THIS AGREEMENT, the effective date of which is the 16th day of December, 2003, between BERTHA McKOEN, herein referred to as "Grantor," and RICHARD D. LYON and JEANNIE R. LYON, husband and wife, hereinafter called "Grantees."

RECITALS

1. WHEREAS, Grantor owns the real property described in Exhibit "A" marked therein and hereinafter referred to as "Grantor's parcel," and
2. WHEREAS, Grantees own real property described in Exhibit "A" marked therein and hereinafter referred to as "Grantee's parcel."

GRANT OF EASEMENT

3. 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 Grantee. The easement is 30 feet in width, and is located 15 feet on either side of a line beginning at a point located on the easterly boundary of Grantee's parcel 15 feet south of the Northeast corner of Grantee's parcel and then running east to the public road known as the West Side Road. Said easement shall be for ingress and egress, and for location of utilities.

4. This easement is not exclusive to Grantees; Grantor may grant rights that are included in the above described easements to third parties provided that such grants do not interfere with Grantee's permitted uses as stated herein. Grantees may not use this property for any illegal purpose, or for any use prohibited by state, federal or local laws, ordinances and regulations.

5. All expenses, construction, maintenance, repair and replacement of said easement or facilities shall be the responsibility of Grantees.

6. It is recognized that Grantor may use the easement to the benefit of Grantor's parcel adjoining the easement.

7. This easement shall run with the land. It is recognized that said easements burdens Grantor's parcel and that the benefit and appurtenance shall be to Grantees' parcel.

8. If suit or action is instituted to enforce any of the provisions of this Agreement, 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. This agreement was drafted at the direction of the parties by Richard Fairclo, attorney who represents Grantor; Grantees have had

opportunity to obtain separate legal counsel. This document shall not be construed for or against either party by reason of said attorney drafting this document.

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

✓ Bertha McKoen Jeannie Lyon
Jeannie Lyon

STATE OF OREGON]
County of Klamath] ss.

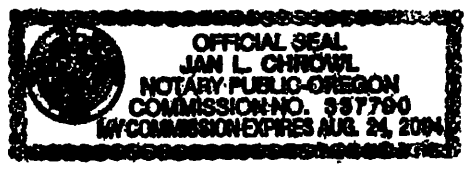
The foregoing instrument was acknowledged before me this 16 day of December, 2004, by BERTHA MCKOEN and JEANNIE R. LYON



[Signature]
Notary Public for Oregon
My Commission expires:
] ss.

County of Klamath]

The foregoing instrument was acknowledged before me this 18th day of December, 2003, by RICHARD D. LYON.



[Signature]
Notary Public for Oregon
My Commission expires:

GRATOR'S PARCEL:
PARCEL 1:

91902

That portion of the S 1/2 NW 1/4, N 1/2 NW 1/4 SW 1/4 of Section 23, Township 34 South, Range 6 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying West of Westside Road.

SAVING AND EXCEPTING the following Parcel:

Beginning at the Southwest corner of the SW 1/4 NW 1/4 of Section 23, Township 34 South, Range 6 East of the Willamette Meridian; thence North 100 feet; thence East 316 feet; thence South 100 feet; thence West 316 feet to the point of beginning.

ALSO SAVING AND EXCEPTING THEREFROM portion conveyed to Klamath County by Deed dated March 16, 1966, recorded March 16, 1966 in Book M-66 at Page 2246, Microfilm Records.

GRANTEES' PARCEL:

Beginning at the Southwest corner of the SW 1/4 NW 1/4 of Section 23, Township 34 South, Range 6 East of the Willamette Meridian; thence North 100 feet; thence East 316 feet; thence South 100 feet; thence West 316 feet to the point of beginning.

Exhibit "A"