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MTC-45849 KR

Vol M04 Page 58917**ROADWAY EASEMENT AGREEMENT**

This roadway easement agreement made this 3rd day of August, 2004, between POWELL-ROSEBERRY, LLC, an Oregon limited liability company as "GRANTOR," and GREGORY B. BULKLEY and JACQUELINE R. GRAHAM, husband and wife, hereinafter called "GRANTEE."

WITNESSETH

Grantor does hereby grant and convey unto Grantee, their lawful successors, assigns, invitees and reasonable and necessary trades people, a perpetual, nonexclusive easement 30 feet in width centered on the existing road for the sole purpose of ingress and egress, from and appurtenant to Grantee's property (the subject property). Said easement situated on an existing roadway which roadway is situated west of the Ivory Pine Road, said easement beginning approximately 200 feet south of the northeast corner of Section 6, in Township 36 South, Range 14 East W.M. and continuing westerly on said existing roadway for a distance of approximately 1¼ miles terminating at a point where said roadway crosses the section line common to Section 1 in Township 36 South, Range 13 East W.M. and Section 6, in Township 36 South, Range 14 East W.M., approximately 1,370 feet south of the northwest corner of Section 6, in Township 36 South, Range 14 East W.M., all situated in Klamath County, Oregon.

Said roadway easement shall be appurtenant to the subject property more fully described as:

Township 36 South, Range 13 East W.M.

Section 1: S½N½ and the S½.

Section 2: Government Lot 1, SE¼NE¼ and E½SE¼.

Township 36 South, Range 14 East W.M.

Section 6: All that portion lying westerly of the center thread of the North Fork of the Sprague River and southerly of a line parallel to and 330 feet southerly of the south line of Government Lots 2, 3, and 4 of said Section 6, excepting therefrom any portion of the access easement described above.

Section 7: All that portion westerly of the center thread of the North Fork of the Sprague River.

all situated in Klamath County, Oregon.

The roadway easement subject to the following terms and conditions:

1. The easement herein granted shall be a total of 30 feet in width and located 15 feet on either side of the centerline of the existing road described above.
2. Grantee shall have the right to improve and modify the existing road with the permission and agreement of Grantor, which Grantor will not unreasonably withhold, provided all such modifications and improvements shall be at the sole expense of Grantee. If the roadway is improved at Grantee's sole expense as herein provided, the driving surface and other such roadway improvements shall not exceed a total width of 16 feet within the 30 foot easement.
3. In consideration of the easement rights herein granted, all costs and expenses related to the normal use, maintenance and repair of the roadway attributable to use by Grantee or those acting by and through Grantee, shall be paid and/or performed by Grantee; provided, however, Grantee shall not be obligated for such costs and expenses of repair and maintenance attributable to Grantor or any third parties using the road with the express or implied permission of the Grantor.

After recording return to:

State of Oregon, County of Klamath
Recorded 09/02/04 3:08 p m
Vol M04 Pg 58917-19
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

3/00 am

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4. This easement shall benefit only the Subject Property as a whole. In the event the subject property is partitioned or otherwise divided, any additional parcels resulting from a partition or subdivision of the subject property shall not be entitled to the use and benefit of this easement. The easement shall remain appurtenant to one and only one parcel.

5. Grantor for themselves, their heirs, successors, invitees and reasonable and necessary trades people expressly reserve the right to use the road for all lawful purposes jointly and in common with Grantee.

6. Vehicles crossing the existing bridge on the North Fork of the Sprague River shall not exceed 15,000 pounds in weight. Grantor retains ownership of said bridge and the land upon which the bridge is located. Any costs associated with the maintenance and repair of the bridge, in its current condition as of the date of execution, shall be shared equally between the Grantor and Grantee.

7. Grantee shall indemnify and defend Grantor from any loss, claim or liability arising in any manner out of the Grantee's exercise of the rights herein granted. Grantee assumes all risks arising out of such use and Grantor shall have no liability to Grantee or others for any condition existing thereon.

8. In the event of any litigation arising under this Agreement, the prevailing party or parties therein shall recover from the losing party or parties the prevailing party's attorney's fee at trial or upon appeal as adjudged by trial or appellate court, together with court costs as provided by law.

9. Any modifications of the Agreement shall be binding only if evidenced in writing signed by each party or their authorized representative.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

GRANTOR:

POWELL-ROSEBERRY, LLC,
an Oregon limited liability company

By: Lloyd Powell

Lloyd Powell, Member

By: Garrett Roseberry

Garrett Roseberry, Member

STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on August 3rd, 2004, by Lloyd Powell, member, on behalf of Powell-Roseberry, LLC.



MA Stuart
Notary Public for Oregon

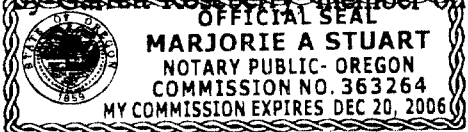
My Commission expires: 12/20/06

STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on August 3rd, 2004, by Garrett Roseberry, member, on behalf of Powell-Roseberry, LLC.

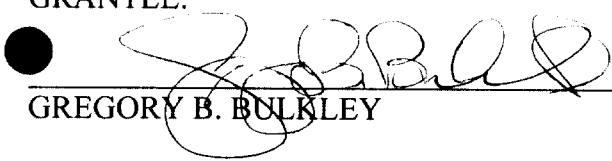


MA Stuart
Notary Public for Oregon

My Commission expires: 12/20/06

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GRANTEE:


GREGORY B. BULKLEY



JACQUELINE R. GRAHAM

State of Maryland

County of Baltimore

This instrument was acknowledged before me on August 4th,

2004 by Gregory B. Bulkley and Jacqueline R. Graham.

 - YVETTE ROSEIE
Notary Public
State of MARYLAND

My commission expires: Aug 8, 2007

