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RECORDING COVER SHEET

FOR CONVEYANCES PER ORS 205.234

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 10/06/04 2:19 P m

Vol M04 Pg 67727-30

Linda Smith, County Clerk

Fee \$ 36⁰⁰ # of Pgs 4

AFTER RECORDING RETURN TO:

Described in the attached instrument. Required by ORS 205.234(a)

First American Title

422 Main Street'

Klamath Falls, OR 97601

NAME(S) OF THE TRANSACTIONS, described in the attached instrument and required by ORS
205.234(a)

Easement

GRANTOR, as described in ORS 205.160

James C. Ross, Marilyn Ross and Louise Patterson

GRANTEE, as described in ORS 205.160

Matthew Sikes and Christina Sikes

36 F

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 5th day of ~~September~~ ^{OCTOBER}, 2004, by and between James C. Ross, Marilyn Ross and Louise Patterson (collectively known as "Grantors") and Mathew Sikes and Christina Sikes (collectively known as "Grantees"):

WITNESSETH:

Grantors are the record owners of the real property described as the NE1/4 NW1/4, NW1/4 NE1/4 and the NE1/4 NE1/4 lying West of the old Southern Pacific Railroad right of way, Section 5, T41S, R8EWM, Klamath County, Oregon (hereafter called "Grantors' parcel"). In consideration of Ten Thousand Dollars (\$10,000), receipt of which is acknowledged, Grantors hereby grant to Grantees a nonexclusive roadway easement, subject to the conditions and limitations hereinafter set forth, for the benefit of and appurtenant to the real property described as the NW1/4 NW1/4 of Section 5, being Lot 15, T41S, R8EWM, Klamath County, Oregon (hereafter called the "Grantees' parcel").

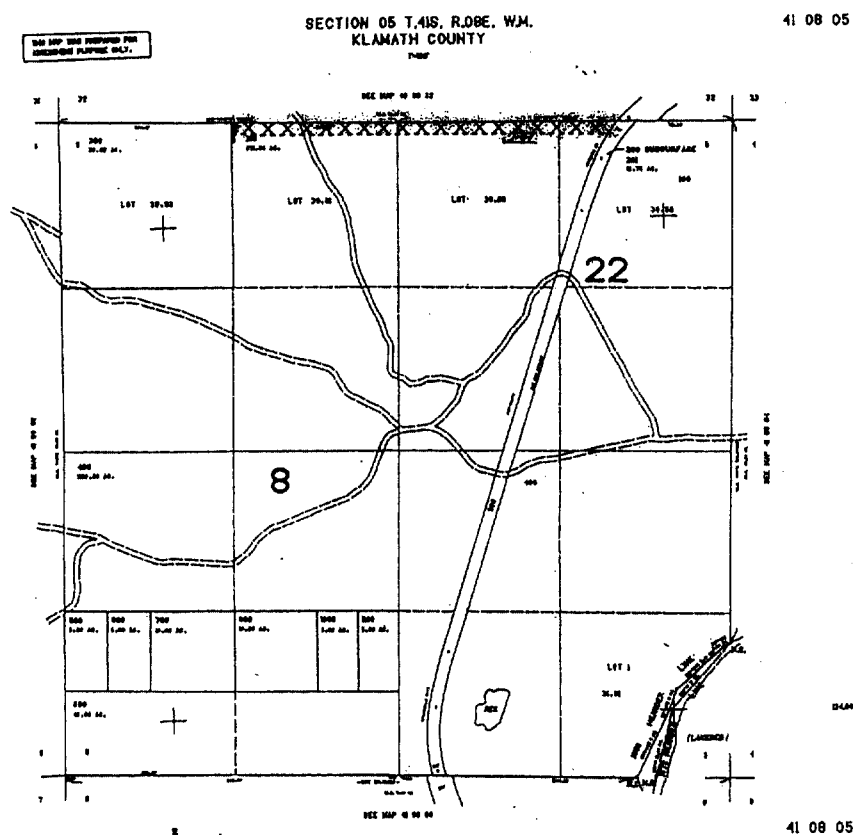
CONDITIONS & LIMITATIONS

1. The easement granted is 30 feet in width and is described and mapped in Exhibit 1, attached to this Agreement and by this reference incorporated herein. The use of the easement shall be limited to a noncommercial roadway for ingress and egress to one single family dwelling with adjoining timberland. The easement shall be located along the Northerly Boundary of Grantors' parcel between the old Southern Pacific Railroad right of way and Grantees' parcel.
2. Grantees shall use the easement for access to Grantees' parcel and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon. All expenses, construction, maintenance, repair and replacement of said easement or facilities shall be the responsibility of Grantees.
3. Grantees agree to indemnify and hold Grantors harmless from any loss, claim or liability arising in any manner out of Grantees' construction, maintenance or use of the easement granted. Grantees assume all risk arising out of their use of the easement and Grantors shall have no liability for any condition existing thereon.
4. The easement granted is nonexclusive and subject to all prior easements or encumbrances of record and those apparent on the land. Grantors may grant rights on the described easement to third parties.
5. The easement granted shall be perpetual.
6. The easement granted shall be fenced and gated by Grantees. All expenses, construction, maintenance, repair and replacement of said easement or facilities shall be the responsibility of Grantees.
7. It is recognized that Grantors may continue agricultural operations on the portion of Grantors' property adjoining the easement. Grantees release and agree to indemnify and hold Grantors harmless from any loss, claim or liability arising in any manner out of Grantors' agricultural practices, where such agricultural practices may conflict with or have an impact on the use of the easement by Grantees or their invitees.
8. If suit or action is instituted to enforce any provision 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.
9. This Agreement shall bind and inure to the benefit of the parties, their heirs, personal representatives, conservators and assigns.

LEGAL DESCRIPTION

A 30 FOOT WIDE ACCESS EASEMENT, SITUATED ALONG THE NORTHERLY BOUNDARY OF THE N1/2 OF THE N1/2 OF SECTION 5, T41S, R8EWM. KLAMATH COUNTY, OREGON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE NORTHERLY 30 FEET OF THE NE1/4 NW1/4, THE NORTHERLY 30 FEET OF THE NW1/4 NE1/4, AND THE NORTHERLY 30 FEET OF THE NE1/4 NE1/4 LYING WEST OF THE OLD SOUTHERN PACIFIC RAILROAD RIGHT OF WAY.



IN WITNESS WHEREOF, the parties have set their hands on the date first written.

James C. Ross
James C. Ross

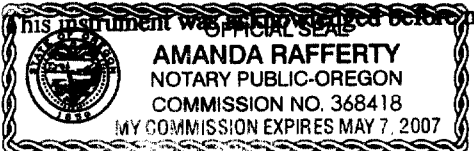
Marilyn Ross
Marilyn Ross

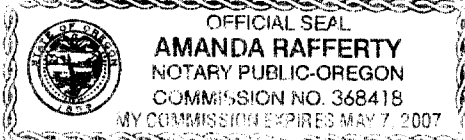
Louise Patterson
Louise Patterson

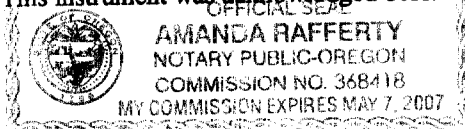
Matthew Sikes
Matthew Sikes

Christina Sikes
Christina Sikes

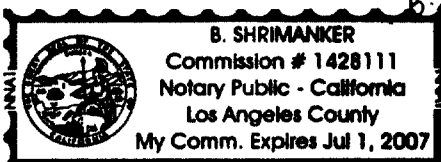
STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me by James C. Ross this 5 day of October, 2004.
 Amanda Rafferty
NOTARY PUBLIC FOR OREGON
My commission expires: 5/7/2007

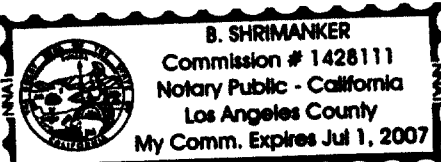
This instrument was acknowledged before me by Marilyn Ross this 5 day of October, 2004.
 Amanda Rafferty
NOTARY PUBLIC FOR OREGON
My commission expires: 5/7/2007

This instrument was acknowledged before me by Louise Patterson this 5 day of October, 2004.
 Amanda Rafferty
NOTARY PUBLIC FOR OREGON
My commission expires: 5/7/2007

This instrument was acknowledged before me by Matthew Sikes this 2nd day of October, 2004.
B.S. Matthew

 B. Shrimanker
NOTARY PUBLIC FOR OREGON
My commission expires: 07/01/2007

This instrument was acknowledged before me by Christina Sikes this 2nd day of October, 2004.
B.S. Matthew

 B. Shrimanker
NOTARY PUBLIC FOR OREGON
My commission expires: 07/01/2007