

o/c  
AFTER RECORDING RETURN TO: Charles Ehlers  
1401 Pacific Terrace  
Klamath Falls, OR 97601



01/24/2007 01:21:26 PM

Fee: \$76.00

**EASEMENT**

In consideration of the promises and covenants contained herein, the parties to this agreement hereby agree as follows:

**1. RECITALS.**

The parties declare that the following facts are true: PAUL EARNEST GUEST, hereinafter referred to as "Guest", is the owner of certain real property located on the shore of Upper Klamath Lake, Klamath County, Oregon. Said property is hereinafter referred to as the "Guest Property," and is described on Exhibit A attached hereto and made a part hereof. The Guest Property is subject to the terms of a nonexclusive easement for ingress and egress across a sixty foot (60') strip described as follows: "along the west boundary defined by the east shoreline of Upper Klamath Lake and along the south boundary defined by the northerly line of Sunset Beach Plat." Said easement is hereinafter referred to as the "Guest Easement."

Attached and marked Exhibit B is a list of owners of real property bordering Upper Klamath Lake, and located adjacent to, and to the north of the Guest Property. The property owned by each of said owners is described on Exhibit B attached hereto and made a part hereof. Said owners are hereinafter collectively referred to as the "Road Users." There is a road located on the Guest Easement. Said road is hereinafter referred to as the "Guest Road." The Guest Road has been used by the Road Users as the sole means of access to the Road Users' property. Some of the Road Users may have a recorded easement for use of the Guest Road and Guest Easement, and some may not. The intent of this document is to memorialize an agreement among Guest and the Road Users to provide for maintenance of the Guest Road and Guest Easement by the owners of the Road Users' property, and also to allow the Road Users to erect and maintain one gate across the Guest Road.

The Road Users have agreed that the expense of an erection of a gate on the Guest Road and the expense of maintenance of the road and the gate will be borne among those Road Users who own parcels improved with a single-family residence. The Guest Property is not now improved with a single-family residence, but for purposes of this Agreement, the Guest Property will be treated as if improved with a single-family residence.

**2. EASEMENTS.**

In consideration of the sum of Ten Dollars (\$10), receipt of which is acknowledged by Guest, Guest conveys to each of the Road Users, and their heirs, successors, and assigns, a perpetual nonexclusive easement to use the Guest Easement and the Guest Road.

**3. USE.**

The Road Users shall use the easement only for the purposes of ingress and egress to single family residences located on the Road Users property. The Road Users may use, construct, reconstruct, maintain and repair the Guest Road, but in doing so, shall take all

reasonable measures to avoid damage to the willow trees and other vegetation growing on the Guest Property, and shall not erect transmission line poles on the Guest Property. The Road Users may erect, maintain, repair and replace, if necessary, one gate across the Guest Road, at a location determined by the Road Users, provided that all costs relating to the gate shall be borne among the Road Users according to the shares as set forth on Exhibit B, with the costs being divided by the number of shares and each share paying its proportionate cost.

**4. GUEST'S RIGHTS.**

Guest reserves the right to use, construct, reconstruct, and maintain the Guest Road and may grant rights for such use to third parties, provided however, that any grant of rights to a third party for use of the Guest Road must require such third party to bear the third party's appropriate share of maintenance for any gate constructed across the Guest Road, and for maintenance of the Guest Road, pursuant to the terms of this agreement. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the others. The Road Users shall use the easement only for the purposes of use, construction, reconstruction, and maintenance of one gate, and for the purpose of ingress and egress to the Road Users' property.

**5. RELOCATION.**

Guest reserves the right to relocate the Guest Road, or any gate erected by the Road Users pursuant to this agreement, or any utility transmission lines laid for the purpose of servicing the gate, at any time, and in such case shall reconstruct the road, utility transmission lines, or gate, at such new location in as good or better condition as existed at the prior location, provided that such relocation does not unreasonably interfere with the rights of ingress and egress enjoyed by the Road Users, or any utility transmission lines laid by the Road Users, or any gate erected by the Road Users. Any such relocation shall be at the expense of Guest. If any of the road, utility transmission lines, or gate is relocated, Guest may record an instrument indicating the relocated road centerline or utility transmission line location and any such instrument shall serve to amend this easement and eliminate any rights of the Road Users in the original easement. Such amendment shall be effective whether or not signed by the Road Users, but the Road Users shall execute it or such other document necessary to indicate relocation of the easement when and if requested by Guest.

**6. APPURTENANT.**

This easement is appurtenant to the real property owned by the Road Users.

**7. PRIOR EASEMENTS.**

This easement is granted subject to all prior easements or encumbrances of record.

**8. BINDING EFFECT.**

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

**9. PAYMENT.**

The Road Users agree to equally share the cost of constructing, maintaining, repairing and replacing a gate, if any, constructed across the Guest Road, and payment for the road maintenance, with one share allocated to each parcel listed in this agreement. As of the

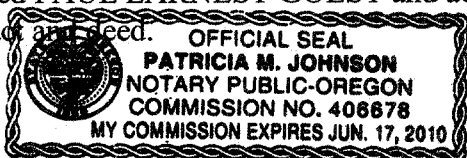
10. **ADDITION OF SHARES.** The parties acknowledge that some of the parcels owned by the Property Owners, and described on Exhibit B, are not improved with single-family residences. In the event any said unimproved parcels listed on Exhibit B is improved by the construction of a single-family residence, the owner of said parcel shall become a Road User for purposes of this Agreement, shall be allocated one share of the maintenance cost of the road and the gate, and shall be entitled to all rights and privileges described in this Agreement including the use of the Guest Road and the gate. In the event of the creation of such additional share, the owner of the additional share shall reimburse the then current owners of the shares as set forth on Exhibit B for the initial cost of the erection of the gate. Notwithstanding any provision in this Agreement to the contrary, because a portion of the Guest Property is now unimproved, and because the Guest Property is responsible for one share of the cost of the gate, construction, and gate and road maintenance, in the event any portion of the Guest Property is improved with one additional single-family residence, the Guest Property shall remain responsible for only one share. Notwithstanding any provision in this Agreement to the contrary, because the parcel owned by Harold S. Tice (R-3808-01200-02200-000) is unimproved and because said parcel is responsible for one share of the cost of the gate construction and gate and road maintenance, in the event said parcel is improved with one single-family residence, said Parcel shall remain responsible for only one share.

This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

PAUL EARNEST GUEST

STATE OF OREGON )  
 ) ss.  
County of Klamath )

Personally appeared before me on the 13 day of December, 2006, the above named PAUL EARNEST GUEST and acknowledged the foregoing instrument to be his voluntary act and deed.



Notary Public for Oregon

My Commission Expires:

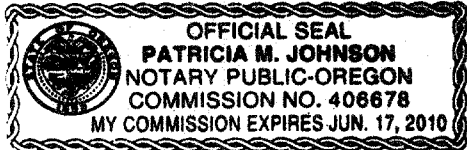
**SIGNATURES CONTINUED ON NEXT PAGE**

Dated: 12/29/, 2006

Robert W. Creed  
ROBERT W. CREED

STATE OF OREGON                     )  
  ) ss.  
County of Klamath Falls             )

Personally appeared before me on the 29 day of December, 2006, the above named ROBERT W. CREED and acknowledged the foregoing instrument to be his voluntary act and deed.



Patricia M. Johnson  
Notary Public for Oregon  
My Commission Expires: 6-17-2010

Dated: 12-29, 2006

Kristine A. Creed  
KRISTINE A. CREED

STATE OF OREGON                     )  
  ) ss.  
County of Klamath Falls             )

Personally appeared before me on the 29 day of December, 2006, the above named KRISTINE A. CREED and acknowledged the foregoing instrument to be her voluntary act and deed.



Patricia M. Johnson  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

SIGNATURES CONTINUED ON NEXT PAGE

Dated: 12-21-, 2006

*Harold S. Tice*  
HAROLD S. TICE

STATE OF OREGON )  
 ) ss.  
County of Klamath Falls )

Personally appeared before me on the 21 day of December, 2006,  
the above named HAROLD S. TICE and acknowledged the foregoing instrument to be his  
voluntary act and deed.



*Patricia M. Johnson*  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

Dated: 1-9, 2007

*Larry D. Tice*  
LARRY D. TICE

STATE OF ~~OREGON~~ Colorado )  
 ) ss.  
County of ~~Klamath Falls~~ Mesa )

Personally appeared before me on the 9<sup>th</sup> day of January, 2006,  
the above named LARRY D. TICE and acknowledged the foregoing instrument to be his  
voluntary act and deed.

*Sue Gully*  
Notary Public for Oregon Colorado  
My Commission Expires: 7-16-2010



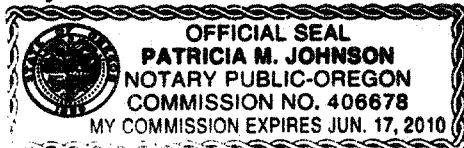
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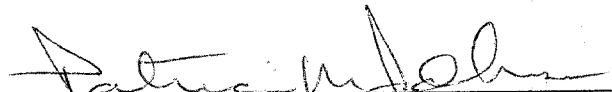
Dated: 12-13-, 2006

  
CHARLES C. EHLERS

STATE OF OREGON                     )  
  ) ss.  
County of Klamath Falls             )

Personally appeared before me on the 13 day of December, 2006,  
the above named CHARLES C. EHLERS and acknowledged the foregoing instrument to be his  
voluntary act and deed.



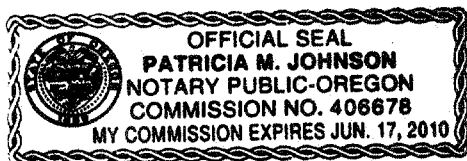
  
Notary Public for Oregon  
My Commission Expires: 6-17-2010


Dated: December 15, 2006

  
MAURENE EHLERS

STATE OF OREGON                     )  
  ) ss.  
County of Klamath Falls             )

Personally appeared before me on the 15 day of December, 2006, the  
above named MAURENE EHLERS and acknowledged the foregoing instrument to be her  
voluntary act and deed.



  
Notary Public for Oregon  
My Commission Expires: 6-17-2010

SIGNATURES CONTINUED ON NEXT PAGE

Dated: 1-9, 2007

DAELT, LLP  
DAELT, LLP, a Colorado Registered  
Limited Liability Limited Partnership,

By: [Signature]

STATE OF Colorado )  
 ) ss.  
County of Mesa )

Personally appeared before me on the 9<sup>th</sup> day of January, 2006, the  
above named Larry D. Tice of DAELT, LLP, a Colorado Registered  
Limited Liability Limited Partnership, and acknowledged the foregoing instrument to be his/her  
voluntary act and deed.

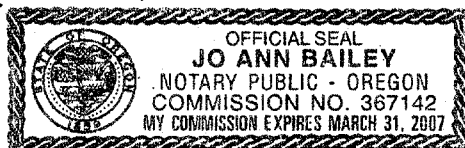
[Signature]  
Notary Public for State of Colorado  
My Commission Expires: 7-16-2010

Dated: 12-13-06, 2006

[Signature]  
MARTIN R. TICE

STATE OF OREGON )  
 ) ss.  
County of JACKSON )  
~~Klamath Falls~~

Personally appeared before me on the 13 day of DECEMBER, 2006, the above  
named MARTIN R. TICE and acknowledged the foregoing instrument to be his voluntary act  
and deed.



[Signature]  
Notary Public for Oregon  
My Commission Expires: 3/31/2007

END OF SIGNATURES

**GUEST PROPERTY  
EXHIBIT A**

That real property described on the Special Warranty Deed  
recorded in Vol. M04 page 08108 Deed Records of Klamath  
County, Oregon.



**EXHIBIT B**

<u>OWNER</u>	<u>SHARES</u>	<u>KLAMATH COUNTY TAX LOT NUMBER</u>	<u>LEGAL DESCRIPTION OR LOCATION OF LEGAL DESCRIPTION IN DEED RECORDS OF KLAMATH COUNTY OREGON</u>
Paul Earnest Guest	1	R-3808-01200-01204-000	Vol. M04 Page 8108
Paul Earnest Guest		R-3808-01200-02700-000	
Robert W. Creed and Kristine A. Creed, Husband and Wife	1	R-3808-01200-02600-000	Vol. M03 Page 72071
Harold S. Tice		R-3808-01200-02500-000	See attached Exhibit B-1
Larry D. Tice	1	R-3808-01200-02400-000	Vol M04 Page 80070
Charles C. Ehlers and Maurene Ehlers, Husband and Wife	1	R-3808-01200-02301-000	Vol M01 Page 11478
Charles C. Ehlers and Maurene Ehlers, Husband and Wife		R-3808-01200-02300-000	See attached Exhibit B-2
Daelt, LLLP, a Colorado Registered Limited Liability Limited Partnership, as to an undivided 2/3 interest, and Harold S. Tice and Judith M. Nicholson, with right of survivorship, as to an undivided 1/3 interest.	1	R-3808-01200-02000-000	Vol M03 Page 90402
Martin R. Tice	1	R-3808-01200-02100-000	Vol M79 Pag 14964
Harold S. Tice	1	R-3808-01200-02200-000	See attached Exhibit B-3
<b>TOTAL SHARES:</b>	<b>7</b>		

**EXHIBIT B-1**

The following real property located in Klamath County, Oregon:

A strip of land 50 feet wide and running the full length from East to West along  
the North line of Lot 7, Section 12, Township 38 S., R. 8 E.W.M.  
Property ID # R421546; Map Tax Lot: R-3808-01200-02500-000.

**EXHIBIT B-2**

**A Parcel of land situated in the S1/2 of Lot 6, Section 12, Township 38 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:**

**Beginning at the iron pin marking the Southeast corner of the N1/2 of Lot 6 as referred to in Volume M69 Page 9509, records of Klamath County, Oregon; thence North 89° 32' 23" West 914.77 feet along the South boundary of the N1/2 of said Lot 6 to a 5/8 inch iron rod marking the true point of beginning of this description; thence South 17° 24' 13" East 350.98 feet to a 5/8 inch iron rod; thence North 89° 36' 20" West 959.54 feet to a 5/8 inch iron rod at the high water line of Upper Klamath Lake; thence North 10° 10' 20" West 341.01 feet along said high water line to a 5/8 inch iron rod on the aforesaid South boundary of the N1/2 of Lot 6; thence South 89° 32' 23" East 914.77 feet along the South boundary of the N1/2 of Lot 6 to the true point of beginning.**

**TOGETHER WITH that certain property situated in the S1/2 SW1/4 of Lot 6, Section 12, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:**

**Beginning at the center corner as per CS No. 471; thence South 00° 10' 37" West 653.18 feet; thence North 89° 32' 23" West 914.77 feet; thence South 17° 24' 31" East 350.98 feet; thence North 89° 36' 37" West 729.68 feet to a point which is the true point of beginning of this description; thence South 72° 05' 20" West 210.37 feet; thence North 24° 06' 06" West 72.62 feet more or less to a 3/4 inch iron rod (as per R.O.S. No. 2201); thence South 89° 36' 37" East 229.86 feet to the true point of beginning.**

**EXHIBIT B-3**

The following real property located in Klamath County, Oregon:

**A parcel of land lying in the North half of lot 6 Section 12 Township 38 South, Range 8 East, Willamette Meridian, described as follows: Beginning at the iron pipe marking the Southeast corner of the North half of said Lot 6; thence North 89 degrees 54 1/2 minutes West, 1,592.45 feet; thence North 0 degrees 05 1/2 minutes East 102.76 feet to the true point of beginning; thence North 0 degrees 03 1/2 minutes East 100 feet to an iron pipe; thence North 89 degrees 54 1/2 minutes West 267.56 feet to an iron pipe at the high water mark of Upper Klamath Lake; thence South 18 degrees 20 minutes 20 seconds East 105.41 feet to an iron pipe; thence South 89 degrees 54 1/2 minutes East 234.24 feet to the true point of the beginning. Property ID# R421421; Map Tax Lot: R-3808-01200-02200-000**