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01/26/2007 11:38:35 AM

Fee: \$46.00

After recording, return to:
Justin Throne
Attorney at Law
280 Main Street
Klamath Falls, Oregon 97601

EASEMENT

THIS grant of easement is made this ____ day of _____, 2006, by William L. Gallagher, Patricia A. Parsons, Michael R. Gallagher, Diane F. Bacon, John C. Gallagher, William L. Gallagher IV and Ryan Ross Gallagher, hereinafter referred to as Grantors, granting to Dell Smith, Jr., Aaron Smith, Velda Smith, and Larry Mortenson, hereinafter referred to as Grantees.

1. WHEREAS, the parties have established an existing road and have agreed that Grantees may use, in common with Grantors, access road across Grantors' real property; and

2. WHEREAS, Grantors owns the real property in Klamath County, Oregon, where the existing access road is located, within the NW 1/4 SW1/4 and N1/2 NW 1/4, and SW1/4 NW1/4 of Section 30, and the SE1/4 SE1/4 SW 1/4 of Section 19, all in Township 36 South, Range 12 East of the Willamette Meridian, in Klamath County, Oregon, hereinafter referred to as "Grantors' Parcel"; and

3. WHEREAS, Grantee owns adjoining real property described as that real property in Klamath County, Oregon, more particularly described in Exhibit "A," in Klamath County, Oregon, hereinafter referred to as "Grantees' Parcel."

4. In consideration of the covenants contained herein, Grantors hereby grant a non-exclusive easement across Grantors' Parcel for the mutual benefit of Grantors and Grantees. Said easement is limited to the existing road located on Grantors' Parcel, or to such reasonable location that Grantors may choose to move such road. In no event shall the easement be greater than 30 feet in width.

5. Said easement shall be for ingress and egress, and location of utilities. Neither party shall conduct activities upon the easement which shall unreasonably interfere with the rights enumerated herein. Grantors may utilize the easement for agricultural purposes, including, but not limited to, locating, moving and doctoring livestock, and for improvements related to agricultural purposes; however, Grantors may not locate permanent structures which will permanently interfere with access and location of utilities, other than gates which Grantees may open and close. Grantees shall not interfere with or conduct themselves to violate Grantors' agricultural uses or cause damage to Grantors' agricultural production.

6. The easement, duties and obligations herein created are appurtenant and shall run with the land, as a benefit to both Grantors' Parcel and Grantees' Parcel, and as a burden to Grantors' Parcel.

7. All expenses of maintenance, repair and replacement of said easement or of road facilities shall be paid among the parties who use such easement on a prorated basis, where the volume and size of vehicles shall be taken into account. In other words, if one party is using the road easement 50% of the time and causing 50% of the wear and tear on the road, then such party's share of the maintenance costs shall be 50%. In the event that such prorate of maintenance is not agreed to by the parties, such amounts shall be determined by arbitration where each party appoints one arbitrator and those arbitrators choose another. Those arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties.

Notwithstanding the above, each party shall be responsible for costs of location and maintenance of utilities on said easement. Utility location and whether such utilities shall be buried or otherwise, shall be subject to Grantors' approval; however, Grantors shall not unreasonably withhold such approval.

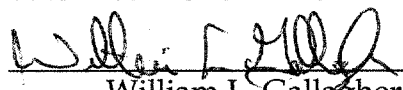
8. If suit or action is instituted to enforce any of the provisions of this Contract, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

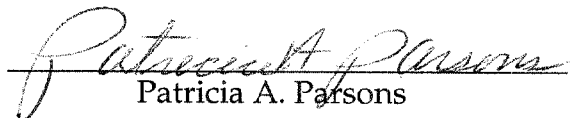
9. This agreement and grant is binding on the parties hereto and upon the heirs, successors in interests, personal representatives and assigns of the parties hereto, and shall run with the land. For purposes herein, the singular shall include the plural and the plural shall include the singular.


10. It is agreed that Grantors may add additional users to this easement. Grantees may not give permission to third parties (other than invitees to Grantees' Parcel), nor add additional benefited lands to this easement. In addition, this agreement is the total and final agreement of the parties, and any previous agreements, if any, and any rights, if any, by reason of use by Grantees, or their predecessors, of Grantors' real property are all merged into this agreement, and the parties are bound hereby as regards use of Grantors' real property benefiting Grantees' Parcel and by the Grantees. This provision is applicable to any other property presently owned by the parties hereto, though not described herein.

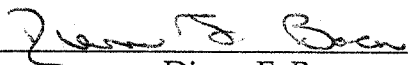
11. This agreement is prepared on behalf of Grantors by Justin Throne, attorney. All parties acknowledge this and acknowledge that they may obtain other counsel and that they have been advised to do so. This document shall not be construed for or against either party by reason of such representation and preparation.

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

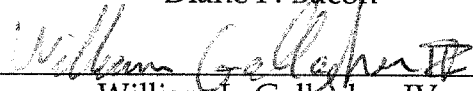

William L. Gallagher


Patricia A. Parsons


Michael R. Gallagher


Diane F. Bacon


John C. Gallagher


William L. Gallagher IV


Ryan Ross Gallagher

Dell Smith, Jr.

Aaron Smith

Velda Smith


Larry Mortens

SS.

1

Larise Brakena
Notary Public for Oregon

 OFFICIAL SEAL
DANISE BRAKEMAN
NOTARY PUBLIC - OREGON
COMMISSION NO. 385067
MY COMMISSION EXPIRES OCTOBER 22, 2008

SS.

1


Stacy Hallen
Notary Public

OFFICIAL SEAL
STACY L ALLEN
NOTARY PUBLIC - OREGON
COMMISSION NO. 408671
MY COMMISSION EXPIRES AUGUST 18, 2010

1 ss.

1

Debbie K Bergeron



OFFICIAL SEAL
DEBBIE K. BERGENER
 NOTARY PUBLIC-OREGON
 COMMISSION NO. 374183
 MY COMMISSION EXPIRES DEC. 17, 2007

1 ss.

1

by Diane F. Bacon.
Kanise Braken

 Notary Public for Oregon

OFFICIAL SEAL
DANISE BRAKEMAN
NOTARY PUBLIC – OREGON
COMMISSION NO. 385067
MY COMMISSION EXPIRES OCTOBER 22, 2008

SS

December 2006, by John C. Gallagher

Notary Public for Oregon

STATE OF OREGON

SS.

County of Klamath.



The foregoing instrument was acknowledged on December 2006, by William L. Gallagher IV.



Notary Public for Oregon

STATE OF OREGON

SS.

County of Klamath.



Dec, 2006, by Ryan Ross Gallagher.

Notary Public for Oregon

STATE OF OREGON

1 ss.

County of Klamath.

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Dell Smith, Jr.

Notary Public for Oregon

STATE OF OREGON

SS.

County of Klamath.

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Aaron Smith.

Notary Public for Oregon
My Commission expires:

STATE OF OREGON]
County of Klamath.] ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Velda Smith.

Notary Public for Oregon
My Commission expires:

STATE OF OREGON]
County of Klamath.] ss.

The foregoing instrument was acknowledged before me this 19 day of December, 2006, by Larry Mortenson.

Notary Public for Oregon
My Commission expires:

