

20777
RETURN TO: E. EARL PARRICK
6499 HIGHWAY 66
KLAMATH FALLS, OREGON 97601

Vol. 1796 Page 32605

K-49799-D
EASEMENT AGREEMENT

THIS grant of easement is made this 2 day of October, 1996, by CHARLES W. HOUSTON and JENNETTE HOUSTON, hereinafter referred to as Grantors, granting to C. EARL PARRICK, hereinafter referred to as Grantee, and the parties agree as set forth herein.

1. WHEREAS Grantors and Grantee hereto own real property which is to be benefited by a common easement;

2. WHEREAS Grantor owns the real property in Klamath County, Oregon described as that portion of the SE1/4SW1/4 of Section 26, Township 35 South, Range 12, East of the Willamette Meridian lying east of the Godowa Springs Road, a county road, hereinafter referred to as "Grantors' parcel"; and

3. WHEREAS Grantee owns, or is about to own, real property described as the NE1/4SE1/4 and the S1/2SE1/4 of Section 26, Township 35 South, Range 12, East of the Willamette Meridian, hereinafter referred to as "Grantee's parcel."

A. In consideration of the mutual covenants contained herein and other valuable consideration Grantors hereby grant a non-exclusive easement across Grantors' parcel for the benefit of the Grantee. Said easement is described as being 15 feet in width (or wider, sufficient for vehicles reasonably pass each other upon said road) and located along the existing access road located on Grantor's parcel running from Godowa Springs Road to Grantee's parcel.

B. Said easement shall be for ingress and egress. Neither party shall conduct activities upon the easement which shall unreasonably interfere with the rights enumerated herein.

C. The easement, duties and obligations herein created are appurtenant and shall run with the land. It is recited that Grantee may not grant access across this easement benefiting parcels other than Grantee's parcel.

D. It is understood that Grantee may take title to Grantee's parcel subsequent or simultaneous with the parties' signing this agreement. The parties agree that the grants, agreements, duties and other legal effect of this document shall take effect upon the facts as of the date that this agreement is recorded in the records of Klamath County, Oregon.

D. All expenses, construction, maintenance, repair and replacement of said easement, the existing cattle guard at the Godowa Springs Road and fence

EASEMENT

Initials: *C. H. J. H.*

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posts adjoining the cattle guard or facilities shall be the responsibility of Grantee. Such maintenance activities shall be allowed on maximum of 15 feet width. It is agreed that Grantors may place a metal Powder River style gate at or near the cattle guard and may close the same in the event that Grantors locate livestock in Grantors' parcel; in such event Grantees agree to keep such gate closed except for opening such gate for travel upon the easement.

E. In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit to arbitration where each party, within 15 days of notice of demand for arbitration, appoints one arbitrator and those two arbitrators choose a third. The three 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.

F. 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.

G. 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.

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

Charles W. Houston
CHARLES W. HOUSTON

Jeannette J. Houston
JEANNETTE J. HOUSTON

C. Earl Parrick
C. EARL PARRICK

STATE OF OREGON

County of Klamath.



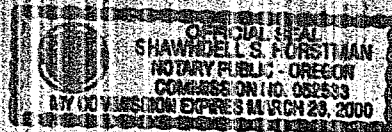
The foregoing instrument was acknowledged before me this 3 day of October, 1996, by CHARLES W. HOUSTON and JEANNETTE J. HOUSTON.

Shawndell S. Horstman
Notary Public for Oregon
My Commission expires: 3-26-2000

C. W. H.

STATE OF OREGON

County of Klamath



The foregoing instrument was acknowledged before me this 4 day
of October, 1996 by C. EARL PARRICK

Shawndell S. Forstman
Notary Public for Oregon

My Commission expires: 3/26/2000

STATE OF OREGON: COUNTY OF KLAMATH: ES.

Filed for record at request of Klamath County Title the 15th day
of October A.D., 19 96 at 3:09 o'clock P. M., and duly recorded in Vol. M96,
of Deeds on Page 32605.

FEE \$40.00

Bernetha G. Letsch

County Clerk

By

Bernetha Letsch

EASEMENT

Initials

C. E. P.