

After Recording Return To:

KUHN & SPICER  
P. O. BOX 428  
HEPPNER, OR 97836

MORROW COUNTY, OREGON **2008-22563**  
E-EAS  
Cnt=1 Sln=1 TJ **08/25/2008 03:56:43 PM**  
\$40.00 \$11.00 \$10.00 **\$61.00**



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I, Bobbi Childers, County Clerk for Morrow County, Oregon, certify that the Instrument Identified herein was recorded in the Clerk records.

Bobbi Childers - County Clerk



(Space Reserved for Recorder's Use)

## RECIPROCAL EASEMENT AGREEMENT FOR ACCESS PURPOSES

DATE: August 24, 2008

PARTIES: Marshall Moran, Scott McDaniel, Horseshoe Hereford Ranch, Inc., Claudia Huston, Allan C. Martin, Sidney Zinter, Zinter Development Co., Inc., Marvin Moran and Nella Britt are owners and in possession of Tax Lots described in Exhibit "A", attached hereto and incorporated herein by this reference.

### RECITALS:

The parties to this agreement are adjoining landowners to a portion of that Morrow County, Oregon Road known as Deadman Hill Loop. The parties have agreed to Morrow County's vacation of that portion of Deadman Hill Loop Road between Terminus 1 and Terminus 2 on the map that is attached as Exhibit "B" attached hereto and incorporated herein by this reference. This is the portion of the road between the Deadman Hill Loop Road junction with the County Road known as Wyland Grade Road and State Highway No. 207. This agreement is intended to create permanent, mutual, reciprocal easements and a mutual right-of-way for use by all parties as a private roadway. Such easements shall be appurtenant to and shall benefit all of the property described in Exhibit A.

The parties therefore agree as follows.

### AGREEMENTS:

#### SECTION 1. GRANT OF EASEMENTS; ESTABLISHMENT OF RIGHT-OF-WAY

1.1 The parties hereby grant and convey to each other permanent, mutual reciprocal rights-of-way on, over, across, and along the real property described in Exhibits B. The width of the easement shall be thirty feet. Such easement shall form a continuous right-of-way over the roadway shown on Exhibit B.

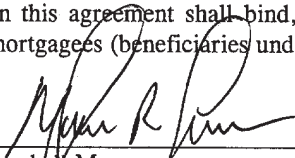
1.2 Such easements and right-of-way may be used for vehicular and pedestrian ingress and egress purposes by the parties to this agreement. Neither party shall have the right to park, load or unload any vehicle in the right-of-way, other than under emergency conditions. Use of the right-of-way shall be on a regular, continuous, nonexclusive, non-

priority basis, benefiting the parties, their successors, assigns, lessees, mortgagees, invitees, guests, customers, agents and employees. However, no party's rights hereunder shall lapse in the event of that party's failure to use the easement and right-of-way on a continuous basis.

1.3 The parties agree that the access points to the easement at the points marked Terminus 1 and Terminus 2 will be gated and locked. Each party will be provided with either a key or combination to the locks on the gates.

**SECTION 2. EFFECT OF THE AGREEMENT**

The easements granted hereunder shall run with the land as to all property burdened and benefited by such easements, including any division or portion of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees (beneficiaries under a deed of trust).

  
\_\_\_\_\_  
Marshall Moran  
Dated: 6-9-08

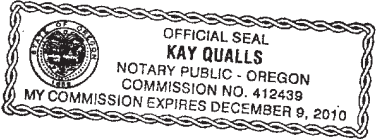
STATE OF OREGON        )  
                                  )ss.  
County of Morrow     )

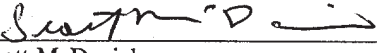
Personally appeared before me this 9<sup>th</sup> day of June, 2008 the above-named MARSHALL MORAN and acknowledged the foregoing instrument to be his voluntary act and deed.



  
\_\_\_\_\_  
Cynthia Kennedy  
Notary Public for Oregon

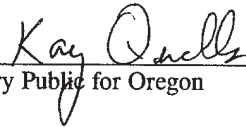
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\_\_\_\_\_  
Scott McDaniel  
Dated: 7-03-08

STATE OF OREGON        )  
                                  )ss.  
County of Morrow     )

Personally appeared before me this 3<sup>rd</sup> day of July, 2008 the above-named SCOTT McDANIEL and acknowledged the foregoing instrument to be his voluntary act and deed.

  
\_\_\_\_\_  
Kay Qualls  
Notary Public for Oregon

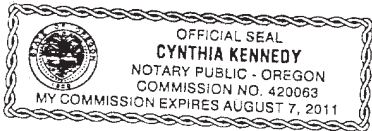
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HORSHOE HEREFORD RANCH, INC.

By: Ned E. Clark  
Name: Ned E. Clark president  
Title: president  
Dated: 05/29/08

STATE OF OREGON )  
 )ss.  
County of Morrow )

Personally appeared before me this 29<sup>th</sup> day of May, 2008, Ned E. Clark, who being sworn, did say that he (he/she) is the President (President/Secretary) of HORSESHOE HEREFORD RANCH, INC. and that this instrument was signed on behalf of said corporation by its authority; and he (he/she) acknowledged this instrument to be its voluntary act and deed.



Cynthia Kennedy  
Notary Public for Oregon

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~~Thomas Huston, III  
Dated: \_\_\_\_\_~~

STATE OF OREGON )  
 )ss.  
County of Morrow )

~~Personally appeared before me this 18<sup>th</sup> day of June, 2008 the above-named THOMAS HUSTON, III and acknowledged the foregoing instrument to be his voluntary act and deed.~~



~~\*  
Notary Public for Oregon~~

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~~Claudia Huston  
Claudia Huston  
Dated: 6/18/08~~

STATE OF OREGON )  
 )ss.  
County of Morrow )

Personally appeared before me this 18<sup>th</sup> day of June, 2008 the above-named CLAUDIA HUSTON and acknowledged the foregoing instrument to be her voluntary act and deed.

Kay Qualls  
Notary Public for Oregon



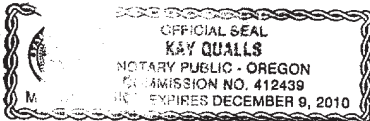
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Allan C. Martin  
Allan C. Martin  
Dated: 7-17-08

STATE OF OREGON )  
 )ss.  
County of Morrow )

Personally appeared before me this 17<sup>th</sup> day of July, 2008 the above-named ALLAN C. MARTIN and acknowledged the foregoing instrument to be his voluntary act and deed.

Kay Qualls  
Notary Public for Oregon



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Sidney Zinter  
Sidney Zinter

STATE OF OREGON )  
 )ss.  
County of Morrow )

Personally appeared before me this 2<sup>nd</sup> day of July, 2008 the above-named SIDNEY ZINTER and acknowledged the foregoing instrument to be his voluntary act and deed.

Kay Qualls  
Notary Public for Oregon



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ZINTER DEVELOPMENT CO., INC.  
By: Sidney Zinter  
Sidney Zinter  
Title: President  
Dated: 5/14/08

STATE OF OREGON )  
 )ss.  
County of Morrow )

Personally appeared before me this 14<sup>th</sup> day of May, 2008, ZINTER, who being sworn, did say that he is the President (President/Secretary) of SIDNEY ZINTER DEVELOPMENT CO., INC., and that this instrument was signed on behalf of said corporation by its authority; and he acknowledged this instrument to be its voluntary act and deed.

Cynthia Kennedy  
Notary Public for Oregon



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Marvin Moran  
Dated: \_\_\_\_\_

STATE OF OREGON        )  
                                  )ss.  
County of Morrow        )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 the above-named MARVIN MORAN and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

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*Nella L Britt*  
Nella Britt  
Dated: 05/30/08

STATE OF OREGON        )  
                                  )ss.  
County of Morrow        )

Personally appeared before me this 30<sup>th</sup> day of May, 2008 the above-named NELLA BRITT and acknowledged the foregoing instrument to be her voluntary act and deed.

*Cynthia Kennedy*  
\_\_\_\_\_  
Notary Public for Oregon



ZINTER, SID/AGR RECIPROCAL EASEMENT (05/05/08)

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Marvin Moran  
Marvin Moran  
Dated: 06-25-2008

STATE OF CALIFORNIA )  
 )ss.  
County of Sacramento )

Personally appeared before me this 25 day of June, 2008 the above-named MARVIN MORAN and acknowledged the foregoing instrument to be his voluntary act and deed.



Cheryl Lord  
Notary Public for California

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\_\_\_\_\_  
Nella Britt  
Dated: \_\_\_\_\_

STATE OF OREGON )  
 )ss.  
County of Morrow )

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008 the above-named NELLA BRITT and acknowledged the foregoing instrument to be her voluntary act and deed.

\_\_\_\_\_  
Notary Public for Oregon

ZINTER, SID/AGR RECIPROCAL EASEMENT (05/05/08)

## EXHIBIT A

<u>TAX LOT NO.</u>	<u>OWNER</u>
903 (T5S R25)	Horseshoe Hereford Ranch, Inc.
2600 (T5S R25)	Scott McDaniel
2700 & 200 (T6S R25)	Allan C. Martin
300 (T6S R25)	Sidney Zinter Development Co., Inc.
401 (T6S R25)	Marshall R. Moran
1700 (T6S R25)	Marshall R. Moran & Marvin Moran
1700 (T5S R25)	Claudia Huston
1801 (T6S R25)	Nella Britt

(ZINTER, SID/AGR\EXHIBIT A - RECIPROCAL EASEMENT) (08/25/08)

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## **EXHIBIT B**

### **EASEMENT DESCRIPTION**

Beginning at the point where Wyland Grade Road and Deadman's Hill Road intersect in Section 27, Township 5 South, Range 25, E.W.M., Morrow County, Oregon, thence running South through Section 34, Township 5 South, Range 25, E.W.M.; thence continuing South through Sections 1 and 12 in Township 6 South, Range 25, E.W.M., all in Morrow County, Oregon to the point where Deadman's Hill Road intersects with Oregon Highway 207.

This road is shown on the 2008 Morrow County, Oregon Assessor's Map for Township 5 South, Range 25, E.W.M., as Deadman's Hill Road and on the 2008 Morrow County Assessor's Map for Township 6 South, Range 25, E.W.M., as Deadman's Hill Loop.

ZINTER, SID/ROAD VACATION/LEGAL/EXHIBIT B (08/25/08)

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