

AGREEMENT FOR EASEMENT

UTC 35630DS

DATE: June 10, 1995

PARTIES: MBK, a partnership consisting of Melvin L. Stewart, Mary Lou Stewart and Kenneth L. Tuttle, M.D., P.C. Employee Pension and Profit Sharing Plan and Trust Agreement ("Grantors")

AND Archie L. Linman and Linda K. Linman, husband and wife ("Grantees")

RECITALS:

A. Grantors are the owners of a parcel of real property situated in Sections 14 and 15, Township 38 South, Range 9 EWM, Klamath County, Oregon in which they intend to dedicate a road from Old Fort Road in a Easterly direction to be known as Scott Valley Drive and from Scott Valley Drive in a Southerly direction to Major Land Partition 24-91, Klamath County, Oregon ("Grantor's Parcel").

B. Grantees are the owners of Lot 6 of Tract 1295, First Addition to North Ridge Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. ("Grantee's Parcel").

C. Grantor sold Grantee the Grantee's Parcel and the parties desire to create an easement for the benefit of the Grantees for ingress and egress and for utility purposes for the use and development of the Grantee's Parcel.

GRANT OF EASEMENT:

Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as:

An easement for ingress and egress along the center line of a proposed 60 foot road way situated in the SE $\frac{1}{4}$ of Section 15, Township 38 South, Range 9 EWM, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the center line of Old Fort Road from which the Southwest corner of said Section 15 bears S. 33°24'10" E. 2308.88 feet; thence N. 47°09'41" E. 68.36 feet to a point that is 30.00 feet Northwesterly when measured at right angles from the Northwesterly line of Lot 5 Block 3 of Tract 1267 North Ridge Estates, a duly recorded subdivision; thence parallel to and 30.00 feet distant from said Lot line and its extension, along the arc of a curve to the left (radius = 100.00 feet and central angle = 25°00'00") 43.63 feet; thence N. 22°09'41" E. 425.61 feet to a point that is known as the Scott Valley Drive Intersection; thence S. 67°50'19" E. 100.00 feet; thence along the arc of a curve to the left (radius = 100.00 feet and central angle = 13°14'27") 23.11 feet; thence S. 81°04'45" E. 32.32 feet; thence along the arc of a curve to the right (radius = 100.00 feet and central angle = 42°27'06") 74.09 feet; thence S. 38°37'39" E. 148.93 feet; thence along the arc of a curve to the right (radius = 450.00 feet and central angle = 52°25'51") 411.79 feet; thence N. 88°56'30" E. 156.48 feet; thence along the arc of a curve to the right (radius = 150.00 feet and central angle = 81°33'03") 213.50 feet more or less to Major Land Partition 24-91. TOGETHER with an easement for utility purposes lying within and along the Southeasterly 10.00 feet of that

1. AGREEMENT FOR EASEMENT

portion of the above described road way easement extending from Old Fort Road through the Scott Valley Drive Intersection and lying within and along the Northerly and Northeasterly 10.00 feet of that portion of the above described road way easement extending from the Scott Valley Drive Intersection to Major Land Partition 24-91.

upon the following terms and conditions:

1. Grantees, their agents, independent contractors and invitees shall use the easement for road purposes and utility access to Grantee's Parcel and in conjunction with such use may construct, reconstruct, maintain and repair the roadway or the utility easement thereon. The utilities within the utility easement shall be constructed underground in a manner that will not interfere with the future road construction to be accomplished by the Grantors. In the event the utilities in the utility easement interfere with the future road construction of the Grantors, the Grantees shall be responsible for the relocation of the utilities at no cost to the Grantors, except in the event the interference is caused by the relocation of the roadway by the Grantors or such other similar act of the Grantors.

2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantors reserve the right to relocate the road at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantors may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original easement. Such amendment of the description shall be effective whether or not signed by Grantees but Grantees shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantors.

4. Grantors are in the process of platting their remaining property and dedicating Scott Valley Drive and the extension of Scott Valley Drive to the Grantee's Parcel. Klamath County, Oregon will require that all easements be removed from the rights of way prior to dedication. If the road is dedicated as a public road, Grantors may make such a dedication which will serve to eliminate any rights of Grantees in this Grant of Easement for their right to use the public road way. Such dedication shall be effective to eliminate this private easement whether or not signed by Grantees but Grantees shall execute such documents necessary to allow the termination of this easement for dedication of the road way to the public, when and if requested by Grantors.

5. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

6. When Grantors improve the road way extending from the proposed Scott Valley Drive to the Grantee's Parcel, the Grantees agree to pay 1/8th of the cost of the improvement, including the paving. Grantors shall have a lien on the Grantee's Parcel for the cost of the improvement and in the event the Grantees fail to reimburse the Grantors for such costs the Grantors may foreclose their lien in the same manner as a mortgage upon the property.

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7. This easement is appurtenant and for the benefit of the Grantee's Parcel. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

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

9. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.

10. From time to time, each of the parties shall execute, acknowledge, and deliver any instruments or documents necessary to carry out the purposes of this Agreement.

11. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.

IN WITNESS WHEREOF, the parties have set their names and seals the day and year first stated above.

GRANTORS:

Melvin L. Stewart
Melvin L. Stewart

Mary Lou Stewart
Mary Lou Stewart

Kenneth L. Tuttle, M.D., P.C.
Employee Pension and Profit
Sharing Plan and Trust
Agreement

By Kenneth L. Tuttle
Kenneth L. Tuttle

GRANTEES:

Archie L. Linman
Archie L. Linman

Linda K. Linman
Linda K. Linman

STATE OF OREGON)
County of Klamath) ss. June 30, 1995.

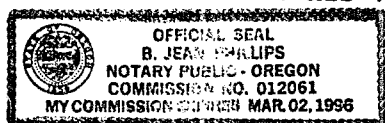
Personally appeared the above-named MELVIN L. STEWART and MARY LOU STEWART, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Dawn Schooler
Notary Public for Oregon
My Commission expires: 12/20/98

STATE OF OREGON)
County of Klamath) ss. June 23, 1995.

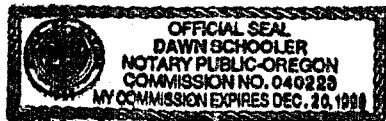
Personally appeared the above-named KENNETH L. TUTTLE, Trustee the Kenneth L. Tuttle, M.D., P.C., Employee Pension and Profit Sharing Plan and Trust Agreement, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



B. Jean Phillips
Notary Public for Oregon
My Commission expires: 3-2-96

STATE OF OREGON)
County of Klamath) ss. June 20, 1995.

Personally appeared the above-named ARCHIE L. LINMAN and LINDA K. LINMAN, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Dawn Schooler
Notary Public for Oregon
My Commission expires: 12/20/98

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 20th day
of July A.D., 19 95 at 9:40 o'clock A M., and duly recorded in Vol. M95,
of Deeds on Page 18745

FEE \$45.00

Bernetha G. Leisch, County Clerk

By Shirley H. H. H.