

AMT 48489-KL

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 19 day of August, 1999, by and between Michael Lee Howard, individually, and Michael Lee Howard, Trustee of the Richard D. Howard Revocable Living Trust dated October 6, 1998;

WITNESSETH:

WHEREAS, Michael Lee Howard is the owner of the following described parcel of real property, hereinafter referred to as Parcel 1, and Michael Lee Howard, Trustee of the Richard D. Howard Revocable Living Trust dated October 6, 1998, is the owner of the following described real property, hereinafter referred to as Parcel 2:

PARCEL 1:

Lot 36 and a portion of Lots 34 and 35 of "VILLA SAINT CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Lot 34, from which the Southwest corner of said Lot 34 bears S00°06'14"W 186.71 feet; thence S89°35'00"E 141.36 feet; thence S00°06'14"W 186.71 feet to a point on the South line of said Lot 35; thence, along the boundary of Lot 35, S89°35'00"E 58.64 feet, N00°06'14"E 330.00 feet, and N89°35'00"W 100.00 feet to the Northerly corner common to said Lots 34 and 35; thence, along the boundary of said Lot 34, N89°35'00"W 100.00 feet and S00°06'14"W 143.29 feet to the point of beginning, containing 39,607 square feet, more or less. For reference see the map of survey for property line adjustment 30-99 on file at the office of the Klamath County Surveyor.

PARCEL 2:

A portion of Lots 34 and 35 of "VILLA SAINT CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said Lot 34; thence N00°06'14"E, along the West line of said Lot 34, 186.71 feet; thence, leaving said line, S89°35'00"E 141.36 feet; thence S00°06'14"W 186.71 feet to a point on the South line of said Lot 35; thence N89°35'00"W 141.36 feet to the point of beginning, containing 26,393 square feet, more or less. For reference see the map of survey for property line adjustment 30-99 on file at the office of the Klamath County Surveyor, and

WHEREAS, the Parties wish to enter into Agreements concerning Parcels 1 and 2 above described, which Agreements shall be binding upon and affect the Parties and their successors in interest as owner of the property,

NOW, THEREFORE, in consideration of the sum of \$10.00, receipt of which is hereby acknowledged by the owner of Parcel 1 and of these premises and the covenants herein contained, it is mutually agreed by and between the Parties as follows:

1. The owner of Parcel 1 does hereby grant and convey unto the owner of Parcel 2 an 8' easement over the following described real property for the purpose of ingress and egress to Parcel 2, and further to maintain the existing fence along the Easterly and Northerly boundaries of Parcel 2.

An 8 foot wide strip of land being a portion of Lots 34 and 35 of "VILLA SAINT CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM, Klamath County, Oregon, being more particularly described as follows:

WILLIAM L. SISEMORE  
Attorney at Law  
110 N. 6th  
Klamath Falls, OR 97601

WILLIAM L. SISEMORE  
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540 Main Street  
KLAMATH FALLS, ORE  
97601  
541-862-7229  
058 #01338

1 CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM, Klamath County,  
Oregon, being more particularly described as follows:

2 Beginning at the Northwest corner of the house site parcel as shown on "Property  
3 Line Adjustment 30-99", said point being on the West line of said Lot 34, from  
4 which the Southwest corner of said Lot 34 bears S00°06'14"W 186.71 feet; thence  
5 N00°06'14"E, along the said West line, 8.00 feet; thence S89°35'00"E 149.36 feet;  
6 thence S00°06'14"W 194.71 feet to a point on the South line of said Lot 35;  
7 thence N89°35'00"W, along the said South line, 8.00 feet to the Southeast corner  
of the said house site parcel; Thence, along the boundary of the said house site  
parcel, N00°06'14"E 186.71 feet and N89°35'00"W 141.36 feet to the point of  
beginning, with bearings based on R.O.S. 6395 on file at the office of the  
Klamath County Surveyor.

8 The cost of maintenance of the existing fence shall be borne by the owner  
of Parcel 2.

9  
10 2. The owner of Parcel 1 does hereby grant and convey unto the owner of  
Parcel 2 a 4' easement for construction of and maintenance of an 8" buried  
11 irrigation line from the irrigation ditch on the Northerly boundary of Parcel 1  
to the existing irrigation pump located on the NE corner of Parcel 2, over the  
12 following described real property:

13 A four foot wide irrigation easement being in a portion of Lots 34 and 35 of  
"VILLA SAINT CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM,  
14 Klamath County, Oregon, being more particularly described as follows:

15 Beginning at the Northwest corner of said Lot 34; Thence, S89°35'00"E, along the  
16 North line of said Lot 34, 4.00 feet; Thence, S00°06'14"W 139.29 feet; Thence,  
S89°35'00"E 137.36 feet; Thence, S00°06'14"W 4.00 feet to the Northeast corner  
17 of the house site parcel of "Property Line Adjustment 30-99"; Thence,  
N89°35'00"W, along the North line of the said house site parcel, 141.36 feet to  
18 a point on the West line of said Lot 34; Thence, N00°06'14"E 143.29 feet to the  
point of beginning, with bearings based on R. O. S. 6395 on file at the office  
of the Klamath County Surveyor.

19 The cost of construction of the irrigation line from the Northwest corner  
20 of Parcel 1 to the Northwest corner of Parcel 2 shall be shared equally by the  
owners of Parcel 1 and Parcel 2. The cost of construction of the irrigation line  
21 from the Northwest corner of Parcel 2 to the Northeast corner of Parcel 2 shall  
be paid by the owner of Parcel 2.

22 The cost and maintenance of the entire irrigation line after the initial  
23 construction shall be paid by the owner of Parcel 2. The irrigation line shall  
be used solely for irrigation of Parcel 2.

24 3. This Agreement shall be appurtenant to and binding on the real property  
25 subjected hereto and benefitted thereby, and the covenants herein contained shall  
be deemed to run with the land.

26 The provisions of this Agreement shall be binding on the Parties to this  
27 Agreement, their heirs, personal representatives and assigns.

28  
29 Michael L. Howard  
Michael L. Howard

30 Michael L. Howard  
31 Michael Lee Howard, Trustee of  
the Richard D. Howard Revocable  
32 Living Trust Dated October 6, 1998

WILLIAM L. SISEMORE  
Attorney at Law  
110 N. 6th  
Klamath Falls, OR 97601

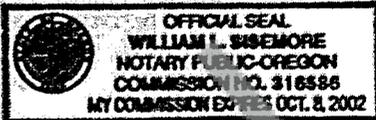
WILLIAM L. SISEMORE  
Attorney at Law  
543 Main Street  
KLAMATH FALLS, ORE.  
97601  
541-882-7229  
O S B #701336

1 STATE OF OREGON )  
2 County of Klamath ) SS

3 Personally appeared the above named Michael L. Howard and acknowledged the  
4 foregoing instrument to be his voluntary act and deed. Before me:

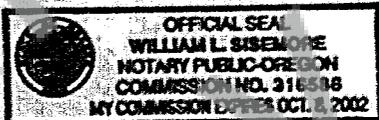
*William L. Sisemore*  
Notary Public for Oregon  
My Commission Expires: *07/8/2002*

7 STATE OF OREGON )  
8 County of Klamath ) SS



9 On this 20 day of August, 1999, before me, the undersigned Notary  
10 Public, personally appeared Michael Lee Howard, to be known to be the person  
11 described in the foregoing instrument and acknowledged that he executed the same  
12 in the capacity therein stated and for the purposes therein contained. IN  
13 WITNESS WHEREOF, I hereunto set my hand and official seal.

*William L. Sisemore*  
Notary Public for Oregon  
My Commission Expires: *07/8/2002*



25 After recording, return to:

26  
27 Michael L. Howard  
28 1190 Wild Plum Drive  
29 Klamath Falls, OR 97601

30 State of Oregon, County of Klamath  
31 Recorded 8/25/99, at 3:38 p.m.  
32 In Vol. M99 Page 34462  
Linda Smith  
County Clerk Fees 40 - 81