

Sierra Developments, LLC.
Post Office Box 5077
Klamath Falls OR 97601

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AGREEMENT FOR TEMPORARY EASEMENT

THIS AGREEMENT is made this 5th day of July, 2001 by and between Sierra Developments, LLC., an Oregon Limited Liability Company, herein called "Sierra"; Victor M. Preston and Marilyn K. Preston, husband and wife, herein called "Prestons"; and Bobbie Lou Walker, herein called "Walker."

RECITALS:

A. Prestons own the real property described on Exhibit "A" attached hereto. Walker owns the real property described on Exhibit "B" attached hereto.

B. Sierra owns adjoining property.

C. Walker's current access to her personal residence is along a private existing driveway that crosses the Prestons' real property near its northern boundary. However, there is no recorded easement to the Walker property.

D. Sierra intends to subdivide its adjoining property and to construct a street to Klamath County Development Code standards, which street shall provide legal access to Sierra's land and development and to Walker's land.

E. Walker desires to obtain a recordable Temporary Easement from Prestons for the use of the existing private driveway, and Prestons are willing to grant a Temporary Easement for said existing private driveway, which Temporary Easement shall expire upon the development and improvement of said street by Sierra.

AGREEMENT

The parties, for valuable consideration, mutually and severally covenant and agree as follows:

1. Prestons do hereby grant to Walker a Temporary Easement for ingress and egress on and over the existing private driveway described above, which the parties agree is eight feet in width.

2. This Temporary Easement shall be for the private use of Walker and her guests. The use of the Temporary Easement shall not be expanded by Walker or her successors in interest. The Temporary Easement is granted for personal use only and shall not be used for business purposes of any kind.

3. At such time as Sierra develops its adjoining property, it shall create and construct, to Klamath County standards, a street appurtenant to Walker's land. At such time as the street

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constructed by Sierra has been approved by Klamath County and constitutes legal access to Walker's said land, then this Temporary Easement shall terminate.

4. At the time this Temporary Easement terminates, Walker, or her successors in interest, agree to execute a Quitclaim Deed or other document that specifically refers to this Temporary Easement and specifically releases all rights, title, and interest that Walker or her successors in interest have to use the Temporary Easement created hereby.

5. Walker shall be solely responsible for the maintenance of the private driveway that provides access to their residence. Sierra and Prestons shall have no obligation whatsoever to contribute to the maintenance of said driveway. Walker agrees to indemnify and hold Prestons and Sierra harmless from any and all liability and costs, including attorney's fees, arising out of the usage of this Temporary Easement by Walker, her guests, and invitees.

6. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at trial, arbitration, or on appeal, as adjudged by the trial or appellate court, or the arbitrator.

7. This Temporary Easement shall run with the land described above for so long as no other legal access to said land exists. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit each party's successors and assigns.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first herein written.

Victor M. Preston
Victor M. Preston

SIERRA DEVELOPMENTS, LLC.

By: Michael L. Wilcher
Michael L. Wilcher, Operating Manager

Marilyn K. Preston
Marilyn K. Preston

Bobbie Lou Walker by [Signature]
Bobbie Lou Walker, by her attorney in fact



STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 5th day of July, 2001, by ~~Michael L. Wilcher as Operating Manager of Sierra Developments, LLC~~
Victor M. Preston & Marilyn K. Preston

Mary Diane Medill
Notary Public for Oregon
My Commission Expires: April 6, 2004

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 5th day of July, 2001,

by ~~Victor M. Preston.~~

Michael L. Wilchey as operating manager
of Sierra Development Co.



[Signature]
Notary Public for Oregon

My Commission Expires: 8-2003

STATE OF OREGON, County of Klamath) ss.

~~This instrument was acknowledged before me on the ____ day of ____, 2001,
by Marilyn K. Preston.~~

~~Notary Public for Oregon~~

~~My Commission Expires: ____~~

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 5th day of July, 2001,
by Joseph Kyle Walker as attorney in fact for Bobbie Lou Walker.



[Signature]
Notary Public for Oregon

My Commission Expires: 8-2003

EXHIBIT "A"
DESCRIPTION OF PROPERTY

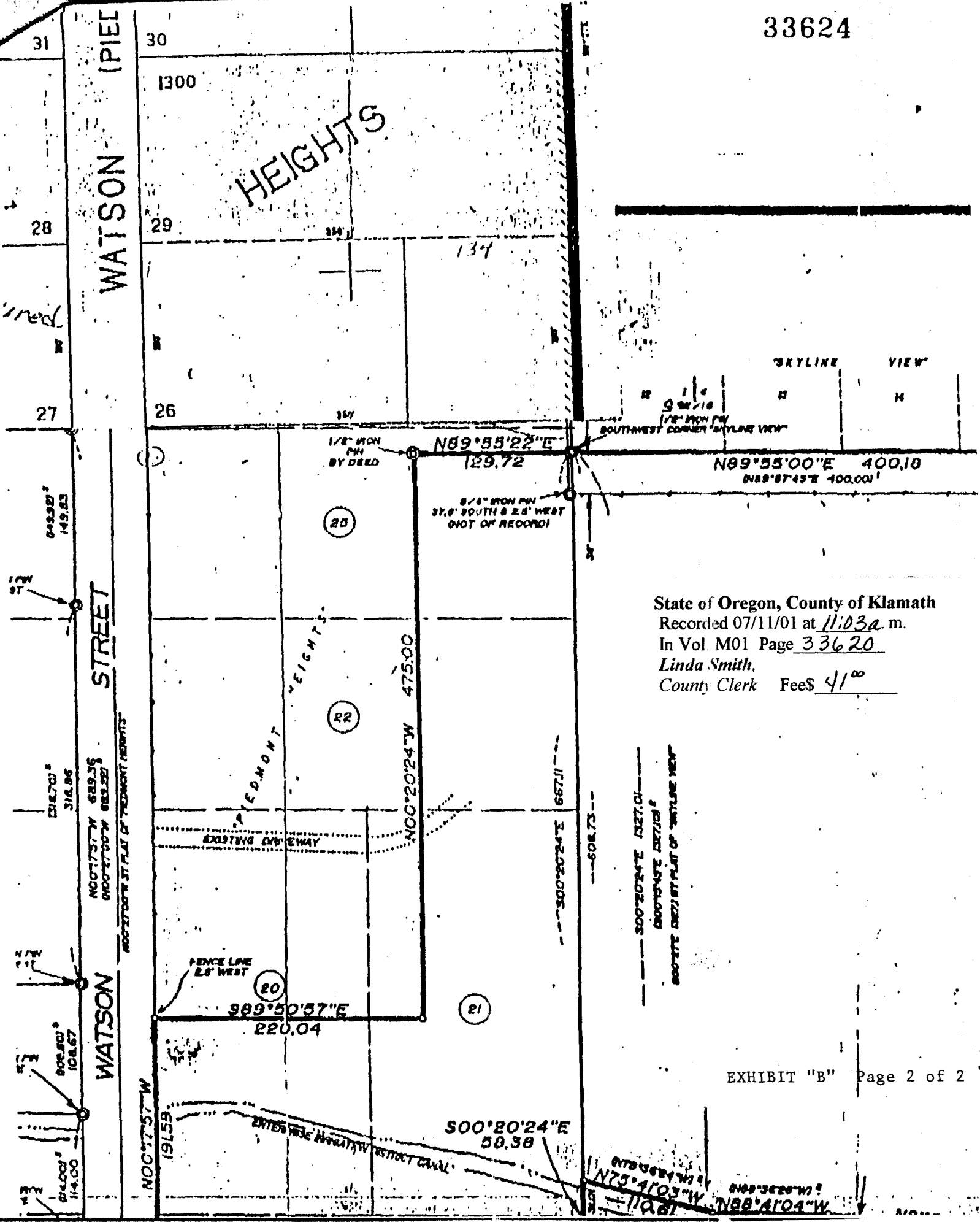
Only that portion of the following described real property situated in Lots 20 and 21 of PIEDMONT HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon:

A parcel of land being a portion of Lots 20, 21, 22, 25 and all of Lot 26 and 29, Piedmont Heights, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:
Beginning at an iron axle marking the initial point, said point being on the Northeast corner of Lot 29 of said Piedmont Heights and said point being South 0°27' East a distance of 987.5 feet from the East quarter corner of Section 1, Township 39 South, Range 9 East of the Willamette Meridian; thence South 0°27' East along the East line of Piedmont Heights a distance of 343.4 feet to an iron pin on the Southwest corner of Skyline View Subdivision; thence West parallel with the South line of Lot 26 of Piedmont Heights a distance of 130 feet to an iron pin; thence South 0°27' East parallel with the East line of Piedmont Heights a distance of 475.0 feet; thence West parallel with the centerline of vacated Delaware Avenue a distance of 220.0 feet to an iron pin on the East line of Watson Street; thence North 0°27' West along the East line of Watson Street a distance of 818.4 feet to an iron pin on the Northwest corner of Lot 29 of Piedmont Heights; thence East along the North line of said Lot 29 a distance of 350.0 feet, more or less, to the point of beginning.

EXHIBIT "B" Page 1 of 2

Beginning at a point from which the South 1/16 corner common to said Sections 1 and 6, said corner and being the Southwest corner of "Skyline View" bears N. 00°20'24" W. 475.00 feet and N. 89°55'22" E. 129.72 feet; thence N. 00°20'24" W. along the East line of those lands described in Deed Volume M00 page 7633 of Klamath County Deed Records 293.17 feet; thence N. 89°39'36" E. 175.28 feet; thence S. 76°32'25" E. 56.10 feet; thence S. 00°20'24" E. 281.76 feet; thence N. 89°50'57" W. 229.77 feet to the point of beginning, Klamath County, Oregon.

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State of Oregon, County of Klamath
 Recorded 07/11/01 at 11:03 a.m.
 In Vol M01 Page 33620
 Linda Smith,
 County Clerk Fee\$ 41⁰⁰