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MTL S3S60 -KR

AGREEMENT FOR EASEMENT

Dated
Effective: July 13, 2001.

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

Grantees: Dennis G. Bailey and Gail A. Bailey, fna Gail A. Galloway (hereinafter "Bailey")

Trustees of the Kil Nam Lee Revocable Living Trust dated December 2, 1999 (hereinafter "Kil Nam Lee")

Recitals:

A. MBK is the owner of Lot 15 of Tract 1306, Second Addition to Northridge Estates, according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon (hereinafter "Lot 15").

B. Bailey is the owner of Lot 14 of Tract 1306, Second Addition to Northridge Estates, according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon EXCEPTING THEREFROM that portion described as: Beginning at a point on the Westerly right of way line of North Ridge Drive, said point being the corner common to said Lots 13 and 14, as marked by a 5/8 inch iron pin with Tru-Line Surveying, Inc. plastic cap; thence S79°30'47"W 239.80 feet; thence N87°40'18"W 302.35 feet to the Northwest corner of said Lot 14; thence N86°39'47"E 538.81 feet to the point of beginning, also referred to as "Property Line Adjustment 20-00" (hereinafter "Lot 14").

C. Kil Nam Lee is the owner of Lot 16 of Tract 1306, Second Addition to Northridge Estates, according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon (hereinafter "Lot 16").

D. MBK desires to create an easement for the mutual use of MBK, Bailey and Kil Nam Lee upon a portion of Lot 15.

Easement

MBK conveys to Bailey and Kil Nam Lee, their heirs, successors, and assigns, a perpetual non-exclusive easement across Lot 15, more particularly described as:

Beginning at a point on North Ridge Drive being the most Southeasterly corner of Lot 15; thence North along North Ridge Drive a distance of 60.00 feet; thence S72°24'11"W

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373.99 feet; thence S33°07'17"W 173.96 feet to the Southwest corner of Lot 14; thence Southeast to the Northwest corner of Lot 16; thence N307'17"E 163.65 feet; thence N72°24'11"E 352.58 to the point of beginning.

The terms of this easement are as follows:

1. Bailey and Kil Nam Lee, their agents, independent contractors and invitees shall use the easement for road purposes and utility purposes only, for the benefit of Lot 14 and Lot 16 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon or place utilities thereon.

2. MBK reserves the right to use, construct, reconstruct and maintain the road located upon the easement and to place utilities thereon and MBK may grant use rights for use by third parties. MBK acknowledges that certain third parties may have the right to claim a prescriptive easement for roadway purposes upon said easement. 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, MBK's right of use shall be dominant.

3. Each party shall have the right to extend utilities in the easement to their individual lots, but may not interfere with the use of the easement by the other parties to this agreement. Each party to this agreement shall bear the cost of the extension of any utilities through the easement to their individual lots. Any damage or destruction to the roadway easement or to the other parties utility extensions caused by the extension of utilities shall be repaired by the party extending the utilities.

4. The parties shall share equally in the repair or reconstruction of the roadway. Any of the parties may repair the roadway at their own cost and expense. In the event that two of the three parties agree in writing that roadway repair or reconstruction is necessary then each party shall be obligated to pay one third of the cost of repair or reconstruction.

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

5. This easement is appurtenant and for the benefit of the real property owned by MBK, Bailey and Kil Nam Lee and shall run with the land described as Lot 14, Lot 15 and Lot 16.

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6. This easement shall be perpetual and shall not terminate for periods of non-use by any of the parties. The easement may be terminated upon written agreement by all of the parties, or their heirs, successors and assigns.

7. This easement is granted subject to all prior easements or encumbrances of record.

8. Any dispute or claim that arises out of or that relates to this Agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules of Arbitration service of Portland, Inc. or the American Arbitration Association, whichever organization is selected by the party which first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

9. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement or which is based thereon, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including the court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such confirmation proceedings).

IN WITNESS THEREOF, the parties have caused this instrument to be executed effective the day and year first above.

Grantor:
MBK, a Partnership

By:

Melvin L. Stewart
Melvin L. Stewart

By:

Mary Lou Stewart
Mary Lou Stewart

Grantees:

Dennis G. Bailey
Dennis G. Bailey

Gail A. Bailey
Gail A. Bailey

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Kenneth L. Tuttle M.D., P.C. Kil Nam Lee Revocable Living
Employees Pension and Profit Trust dated December 2, 1999
Sharing Plan and Trust
Agreement

By: Kil Nam Lee, Trustee
Kil Nam Lee, Trustee

By: Kenneth L. Tuttle
Kenneth L. Tuttle

STATE OF OREGON)
County of Klamath)

7/11/2001

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:



Kristil L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2003

STATE OF OREGON)
County of Klamath)

7/13/2001

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



Kristil L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2003

STATE OF OREGON)
County of Klamath)

7/10/2001

Personally appeared the above-named Dennis G. Bailey and Gail A. Bailey, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Kristil L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2003

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STATE OF OREGON)
)
County of Klamath)

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Personally appeared the above-named Kil Nam Lee, Trustee of the Kil Nam Lee Revocable Living Trust dated December 2, 1999, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Kristi L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2003

State of Oregon, County of Klamath
Recorded 07/24/01 at 11:01 a m.
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Linda Smith,
County Clerk Fee \$ 41⁰⁰

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