

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 3<sup>rd</sup> day of July, 2001, by and between JAMES R. BAKER and BARBARA E. BAKER, Husband and Wife, hereinafter called the First Party; and WALT W. FOTHERINGHAM, hereinafter called the Second Party;

WITNESSETH:

WHEREAS: First Party is the owner of certain real property (herein called "servient property") located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

A tract of land situated in the NW 1/4 of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Section 3, said point being South 00 degrees 47'55" West a distance of 30.00 feet from the Northwest corner of said Section 3; thence South 89 degrees 31' 44" East a distance of 446.23 feet to a 5/8 inch iron rod; thence South 01 degrees 48' 20" West a distance of 2042.86 feet; thence North 89 degrees 12' 05" West a distance of 410.32 feet to the West line of said Section 3; thence North 00 degrees 47' 55" East a distance of 2040.00 feet along said West line to the point of beginning.

and has the right to grant the easement hereinafter described relative to the said real estate; and

NOW THEREFORE, in view of the premises, and in consideration of ONE HUNDRED and no hundredths DOLLARS (\$100.00) and other good and valuable consideration by the Second Party to the First Party paid, receipt of all of which is hereby acknowledged by First Party, First Party and Second Party agree as follows:

The First Party does hereby grant, assign and set over unto Second Party a permanent non-exclusive easement for ingress, egress and the installation by Second Party and Second Party's agents or contractors of utilities and other services (as are necessary for the construction, maintenance and utilization of a single family dwelling and ancillary outbuildings) on all of that certain real property (herein called "easement") described as follows, to-wit:

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A 30 foot wide strip of land situated in the NW 1/4 of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as: Commencing at the Northwest corner of Section 3, T. 41 S., R. 10 E.W.M.; thence S. 89° 31'44" E. 446.76 feet; thence S. 01° 48'20" W. 30.00 feet to a 5/8 inch iron rod on the South right of way line of county road #988 (known as I.O.O.F. Cemetery Road) said point being the true point of beginning of this easement; thence S. 01° 48'20" W., 1430.00 feet; thence N. 89° 31'44" W., 30.00 feet; thence N. 01° 48'20" E. 1430.00 feet; thence S. 89° 31'44" E., 30.00 feet to the true point of beginning.

said easement to be appurtenant to each and every portion of that certain real property currently owned by Second Party (herein called "dominant property") and located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

A tract of land situate in the NW 1/4 of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the West line of said Section 3, said point being S. 00° 47'55" W. a distance of 2070.00 feet from the Northwest corner of said Section 3; thence S. 89° 12'05" E a distance of 410.32 feet; thence N. 01° 48'20" E. a distance of 642.86 feet to a 5/8 inch iron rod; thence S. 88° 44'25" E. a distance of 683.51 feet to a 5/8 inch iron rod at the beginning of a 63.66 foot radius curve concave to the North, the long chord of said curve bears S. 70° 41'31" E. 71.10 feet; thence along the arc of said curve a distance of 75.43 feet to a point of tangency with the following course; thence N. 75° 21'44" E. a distance of 143.71 feet; thence S. 78° 31'46" E. a distance of 22.08 feet; thence S. 00° 32'44" W. a distance of 1214.80 feet to the Southeast corner of the SW 1/4 of the NW 1/4 of said Section 3; thence N. 89° 41'31" W. a distance of 1338.17 feet to the W 1/4 corner of said Section 3; thence N. 00° 47'55" E. a distance of 577.39 feet to the point of beginning, containing 31.0 acres, more or less.

The Second Party shall have all rights of ingress and egress to and from said land, (including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the Second Party's use, enjoyment, operation, and maintenance of the easement hereby granted and all rights and privileges incident thereto.

The easement referred to herein may be utilized by any of the dominant property for ingress and egress for agricultural and forestry uses. In addition, the said easement may be utilized by the dominant estate for purposes of ingress and egress and the

installation by Second Party and Second Party's agents or contractors of utilities and other services such as are necessary for the construction, maintenance and utilization of a single family dwelling and ancillary outbuildings. In the event that the dominant property is divided, the easement as it provides for access to the single family dwelling and ancillary outbuildings shall apply only to that portion of the parcel on which such single family dwelling and ancillary outbuildings are located. The remainder of the parcel as so divided may continue to be accessed for agriculture and forestry purposes.

The Second Party shall be responsible to lay and continuously maintain three inches of rock gravelling upon the easement for dust control purposes, such gravelling to be applied commencing at Anderson Road (formerly I.O.O.F. Cemetery Road) extending in a generally southerly direction for a distance of 500 feet upon said easement. First Party may also take additional appropriate measures to accomplish dust control, including construction and maintenance of "speed bumps" on the easement. There shall be at all times a speed limit of ten miles per hour on the gravelled portion of the easement.

First Party shall not erect any buildings within the easement area. First Party retains the right to utilize the easement area in such manner as not to interfere with the rights herein granted, except that trees may not be planted thereon. First Party may, however, place gates at either end of the easement, provided, however, that the owners or occupiers of the dominant property shall at all times be provided with keys to any locks or latches placed on such gates.

Maintenance of the easement herein granted and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the Second Party. Should either party cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage as their sole expense.

The Second Party, Second Party's successor or assigns, shall not be liable to First Party for damage to the above-described premises occurring incidental to the proper use of this easement, PROVIDED, HOWEVER, that in the event of damage to the premises occasioned by the construction process, or damage to premises outside of and adjacent to the above-described parcel caused by the Second Party, Second Party's successors and assigns, the party causing such damage shall repair the same and place said premises in as good a condition as they were immediately prior to such damage.

The easement herein granted shall be perpetual.

This agreement for easement is intended by the parties as a modification and clarification of that certain Easement for

Ingress and Egress for Agricultural-Forestry Uses conveyed by that certain Warranty Deed recorded at Volume M81, Page 6698, Deed Records of Klamath County, Oregon.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, successors and assigns, and this easement shall be appurtenant to that certain parcel of real property described herein as the "dominant property" and shall run with the land.

The terms of the easement granted herein may be enforced by suit for specific performance brought in the Circuit Court of the State of Oregon for Klamath County.

In construing this instrument and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so as that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on the day and year set forth hereinbelow.

State of Oregon, County of Klamath  
Recorded 10/08/01 at 11:42 a m.  
In Vol. M01 Page 51202  
Linda Smith,  
County Clerk Fee\$ 36<sup>00</sup>

James R. Baker  
JAMES R. BAKER

Barbara E. Baker  
BARBARA E. BAKER

STATE OF OREGON, County of Klamath ) ss.

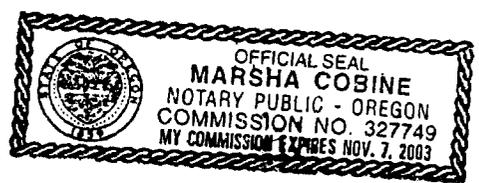
Personally appeared the above-named James R. Baker and Barbara E. Baker, and acknowledged the foregoing instrument to be their voluntary act and deed before me on the 3 day of July, 2001.



Patricia M. Johnson  
NOTARY PUBLIC FOR OREGON

Walt W. Fotheringham  
WALT W. FOTHERINGHAM

Personally appeared the above-named Walt W. Fotheringham, and acknowledged the foregoing instrument to be his voluntary act and deed before me on the 27th day of June, 2001.



Marsha Cobine  
NOTARY PUBLIC FOR OREGON

At: Trulene Surveys OC