

State of Oregon, County of Klamath  
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AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 3rd day of December, 2002 by and between Klamath Housing Authority, hereinafter called Grantors, and Applegate Development Corporation, hereinafter called Grantees:

W I T N E S S E T H

WHEREAS, Grantors are the record owner of the real property in Klamath County, State of Oregon, described on the attached Exhibit "A" and have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as on the attached Exhibit "B".

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and invitees shall use the easement for road purposes and utility purposes only, for access to the property described in paragraph 7 and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

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

1. AGREEMENT FOR EASEMENT

Rt: Applegate Development Corp  
 OC

case of conflict, Grantors' right of use shall be dominant.

3. 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. Grantee further agrees to construct the easement roadway to government standards and to pay for the costs of any modifications to Grantors property including but not limited to the removal of shrubs, trees, fences and sprinklers and to leave the property of Grantor in as good or better condition as it existed prior to the construction of the easement roadway.

4. This easement is appurtenant and for the benefit of the real property owned by Grantees and described below in paragraph 7.

5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantee, its heirs successors and assigns. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

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

7. Attached hereto as Exhibit "C" is a description of the Grantees dominant property to which this easement is appurtenant.

8. Grantee shall maintain the easement roadway (including snow removal) at all times, at Grantees sole cost.

9. Consideration: The Consideration contained in this section 9 shall be paid/completed/performed once Grantee obtains all permits and licenses from the appropriate State, County and

City authority to develop and operate an adult care facility, including all off site improvement permits.

9.1 Sidewalk. Grantee shall build and construct, to government standards and specifications, a sidewalk along Avalon Street, from Grantor's northern most property line, to Shasta Way. The location of the sidewalk (either on the west or east side of Avalon Street) shall be determined by the appropriate government agencies.

9.2 Irrigation Well. Grantee currently has an irrigation well upon its property to which this easement is appurtenant. Grantee will provide irrigation water to Grantor and will construct a delivery system to Grantor's property for such irrigation water. The requirement for Grantee to provide such irrigation water and delivery system is contingent upon Grantee obtaining all necessary government permits to deliver and share the well water with Grantor, including but not limited to the water master and the Oregon water resource department.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 3<sup>rd</sup> day of December, 2002.

Klamath Housing Authority  
Grantor, Klamath Housing  
Authority  
By: Wayne A. Connors  
Its: Executive Director / Bd of Dir Sec.

STATE OF OREGON                    )  
  ) ss. December 3, 2002.  
County of Klamath                )

Personally appeared Wayne A. Connors, who being duly sworn, stated he is a executive director of Klamath Housing Authority and that said instrument was signed on behalf of said

entity by authority of its board of directors; and he she  
acknowledged said instrument was its voluntary act and deed.  
Before me:



Suzie Mollett

Notary Public for Oregon

My Commission expires: 11/14/06

APPLIGATE DEV. CORP

Grantee, Applegate Development Corporation

By: David S. Mac Ivor

Its: VICE PRES

STATE OF OREGON                    )  
  ) ss December 3, 2002.  
County of Klamath                )

Personally appeared David S. Mac Ivor who being duly sworn,  
stated he she is a Vice President of Applegate Development  
Corporation and that said instrument was signed on behalf of said  
corporation by authority of its board of directors; and he she  
acknowledged said instrument was its voluntary act and deed.  
Before me:



Suzie Mollett

Notary Public for Oregon

My Commission expires: 11/14/06

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land, situate in Tract 31, ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a 1/2 inch rebar marking the Northwest corner of Block 1, SUNNYLAND SUBDIVISION, said point also being on the Easterly right of way line of Avalon Street; thence North 00 degrees 15' 30" West 237.85 feet, along the Easterly right of way line of Avalon Street, to a 1/2 inch rebar; thence South 56 degrees 38' 10" East 99.79 feet to a 1/2 inch rebar; thence South 73 degrees 31' 10" East 47.66 feet to a 1/2 inch rebar; thence North 79 degrees 52' 00" East 108.29 feet to a 1/2 inch rebar; thence North 70 degrees 29' 20" East 50.00 feet to a 1/2 inch rebar; thence South 89 degrees 24' 00" East 54.07 feet to a 1/2 inch rebar; thence South 00 degrees 11' 48" East 183.24 feet to a 1/2 inch rebar; thence South 89 degrees 45' 30" West 20.00 feet to a 1/2 inch rebar; thence South 00 degrees 11' 48" East 20.00 feet to a 1/2 inch rebar on the Northerly boundary of Sunnyland Subdivision; thence South 89 degrees 45' 30" West 316.48 feet, along the Northerly boundary of Sunnyland Subdivision to the place of beginning.

EXHIBIT "A"