

**M05-72121**

Klamath County, Oregon

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Pages 4 Fee: \$36.00

**Returned @ Counter**

After recording, return to:

Boivin, Uerlings & DiIaconi, P.C.  
Attn: Barbara M. DiIaconi, Esq.  
803 Main Street, Suite 201  
Klamath Falls, OR 97601

**PERPETUAL INGRESS/EGRESS EASEMENT AGREEMENT**

This Agreement for a Perpetual Ingress/Egress Easement ("the Agreement") is made as of this 27<sup>th</sup> day of December, 2005, by and between Gregory M. Kackstetter, 2016 S. Forne Street, Oceanside, CA 92054 ("Kackstetter"), and Ervin D. Talbert ("Talbert"), 2835 Patterson, Klamath Falls, OR 97603. The true and actual consideration paid is \$1,000.00.

**BACKGROUND**

- A. Kackstetter owns real property located at 530 Holiday Lane, Beaver Marsh, Oregon, more particularly described as follows: Township 28, Range 8, Section 19, Tract POR, 5 acres; Tax Property Id# R88292 (Map #280819A, Lot 2600).
- B. Talbert owns real property, commonly known as the Beaver Marsh State Airport, located at the intersection of Holiday Lane and Hwy 97, Beaver Marsh, Oregon, more particularly described as follows: See Exhibit A, attached hereto. (Map #280819A, Lot 3100)
- C. Kackstetter desires to acquire an exclusive perpetual ingress/egress easement, including but not limited to automobiles and airplanes, approximately 230 feet south from Holiday Lane across the public road (identified as Map #280819A, Lot 3000) from his real property to and from Talbert's real property. Said easement would permit him to taxi his private airplane to and from the airstrip contained on Talbert's property.
- D. Talbert is willing to allow such exclusive perpetual ingress/egress easement from his real property at said location desired by Kackstetter for payment in the amount of \$1,000.00.

**AGREEMENT**

Now, therefore, the parties agree as follows:

**1. Grant of Easement by Talbert to Kackstetter.**

1.1 Talbert grants to Kackstetter an exclusive perpetual ingress/egress easement, including but not limited to automobiles and airplanes, to his real property described on Exhibit A approximately 230 feet south from Holiday Lane across the public road. This easement is granted as a right appurtenant to the real property identified in Exhibit A and shall run with the land, and burden the real property identified in Exhibit A and is limited to the use that is reasonably necessary and convenient for the intended purpose of allowing airplane ingress and egress for access to the Beaver Marsh State Airport.

1.2 Said easement is granted for the benefit of Kackstetter, subject to the restrictions, covenants, and charges set forth in this Agreement.

2. **Rights and Restrictions.**

2.1 Kackstetter will have the right to use the easement described in this Agreement for vehicular ingress and egress only to Talbert's property as described above. The rights of the parties will not lapse if Kackstetter fails to use the easement on a continuous basis.

3. **Maintenance of the Easement.**

3.1 The parties acknowledge they have reached agreement on an allocation of responsibility for the maintenance and repair of the easement. The allocation is based in large part upon the relative use of the easement by Kackstetter. Therefore, Kackstetter shall be primarily responsible for undertaking the general maintenance and upkeep of the easement.

4. **Survival of Easement.**

4.1 The easement described in this Agreement will bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

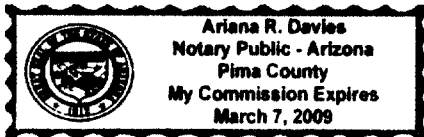
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

27 Dec 05  
Date

E Denton Talbert  
E. Denton Talbert

STATE OF ARIZONA )  
County of Pima ) ss.

This instrument was acknowledged before me on this 27 day of Dec, 2005 by E. Denton Talbert.



[Signature]  
NOTARY PUBLIC FOR ARIZONA  
My Commission Expires: 01 March 09

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gregory M. Kackstetter

STATE OF CALIFORNIA )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2005 by Gregory M. Kackstetter.

\_\_\_\_\_  
NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires: \_\_\_\_\_

## 2. Rights and Restrictions.

2.1 Kackstetter will have the right to use the easement described in this Agreement for vehicular ingress and egress only to Talbert's property as described above. The rights of the parties will not lapse if Kackstetter fails to use the easement on a continuous basis.

## 3. Maintenance of the Easement.

3.1 The parties acknowledge they have reached agreement on an allocation of responsibility for the maintenance and repair of the easement. The allocation is based in large part upon the relative use of the easement by Kackstetter. Therefore, Kackstetter shall be primarily responsible for undertaking the general maintenance and upkeep of the easement.

## 4. Survival of Easement.

4.1 The easement described in this Agreement will bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
Date

\_\_\_\_\_  
E. Denton Talbert

STATE OF ARIZONA )  
 ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by E. Denton Talbert.

\_\_\_\_\_  
NOTARY PUBLIC FOR ARIZONA  
My Commission Expires: \_\_\_\_\_

12/27/05  
Date

Gregory M Kackstetter  
Gregory M Kackstetter

STATE OF CALIFORNIA)  
 ) ss.  
County of San Diego)

This instrument was acknowledged before me on this 27 day of December, 2005 by Gregory M. Kackstetter.

Christi Waymire  
NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires: 12/04/09



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

**PARCEL 1:**

A parcel of land being a portion of Sections 19 and 20 in Township 28 South, Range 8 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows

Beginning at a point South 89° 30' West 476 48 feet from the quarter corner of Sections 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian, thence South 89° 30' West 544.34 feet; thence North 16° 22' East 1,687 37 feet, thence South 73° 38' East 330 00 feet, thence South 16° 22' West 742 60 feet, thence South 73° 38' East 259 00 feet, thence South 16° 22' West 79 00 feet, thence South 73° 38' East 200.18 feet, thence South 16° 22' West 30 00 feet; thence North 73° 38' West 200 18 feet, thence South 16° 22' West 191 00 feet, thence North 73° 38' West 259 00 feet, thence South 16° 22' West 544 77 feet to the point of beginning.