

mtc-73219 KR

M06-01945

Klamath County, Oregon

01/31/2006 03:04:23 PM

Pages 10 Fee: \$66.00

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 27th day of January 2006, by and between Kenneth Michael Hart and Deborah Sue Hart, husband and wife, (the "Grantor"), and Kenneth Dale Kiest & Kellie Smith Kiest, husband and wife, (the "Grantee").

W I T N E S S E T H

Grantor is the record owner of real property in Klamath County, State of Oregon, particularly described in Exhibit "A", attached hereto and by this reference incorporated herein.

Grantee is the owner of real property commonly known as Parcel 1 of Klamath County Partition 65-05, and particularly described in Exhibit "B" attached hereto and by this reference incorporated herein.

Grantor hereby conveys to Grantee, its heirs, successors, and assigns, a perpetual use of the existing 30-foot wide access and public utility easement being a portion of Parcel 3 of Land Partition 65-05 as entered in the deed records of Klamath County, Oregon at Volume M-06 at page 00237 being a private easement across the property of Grantor in the location indicated in Exhibit "C" attached hereto and by this reference incorporated herein.

The terms of this easement are as follows:

1. Grantee, its agents, independent contractors and invitees shall use the easement for road purposes only, for access to the property described herein.

2. Grantors reserve the right to use the road located upon this easement for road purposes only, for access to Grantor's

1. AGREEMENT FOR EASEMENT

Upon recording return to:

Kenneth & Deborah Hart

2611 Scott Street

Klamath Falls, OR 97601

6600

property. The use of the road by both Grantor and Grantee shall be for private, residential, noncommercial use only. Residential use shall include construction and maintenance of residential improvements and maintenance of Grantee's and Grantor's real property. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

3. Neither party will engage in any use that shall materially interfere with the use of the other party. Neither party shall obstruct, block or gate the access without the written consent of the other party.

4. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement. Grantee assumes all risks arising out of its use of the easement and Grantor shall have no liability to Grantee or to others for any condition existing thereon.

5. This easement is appurtenant to and for the benefit of the real property owned by Grantee and described herein.

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

7. This easement is granted subject to all prior easements or encumbrances of record and is not intended to extinguish any rights that grantor's property enjoys.

8. The granting of this easement will result in a portion of roadway that is used by both parties. With regard to this length

2. AGREEMENT FOR EASEMENT

of road, the parties shall be jointly responsible for maintenance and shall share associated costs equally. The portion of the roadway used by both parties shall be an all-weather surface, not less than 12 feet wide. Grantee shall not, however, be responsible for maintaining any portion of the roadway not used by both parties and in any event shall not be responsible for maintaining any of Grantor's road that lies outside the easement.


9. The parties intend that this easement be a private easement. Each party acknowledges the easement and access granted by this Agreement may not meet any governmental or other regulatory standard. Neither party intends to afford any right to third parties or to the general public. There are no third party beneficiaries of this Agreement, intended or unintended.

10. Klamath County Partition 65-05 includes parcels one and two which are now owned by Grantor. In the event Grantor sells one of said parcels and in the event Grantor grants an easement in same location as the easement described in this Agreement in favor of either of Grantor's parcels, said easement shall contain substantially similar provisions to this easement and shall require any additional user of the roadway in this Agreement to be responsible for one-third of the maintenance costs for the roadway.

3. AGREEMENT FOR EASEMENT

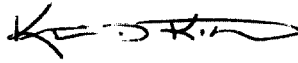
IN WITNESS THEREOF, the parties have caused this instrument to be executed this 27th
Day of January, 2006.

GRANTORS:


Kenneth M. Hart


Deborah S. Hart

GRANTEES:


Kenneth D. Kiest


Kellie S. Kiest

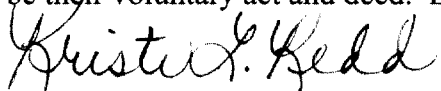
STATE OF OREGON)
)
County of Klamath)

ss.

January 27, 2006

Personally appeared the above-named Kenneth M. Hart and Deborah S. Hart, and
acknowledged the foregoing instrument to be their voluntary act and deed. Before me:




NOTARY PUBLIC FOR OREGON
My Commission expires: 11/16/2007


STATE OF OREGON)
)
County of Klamath)

ss.

January 27, 2006

Personally appeared the above-named Kenneth D. Kiest and Kellie S. Kiest, and
acknowledged the foregoing instrument to be their voluntary act and deed. Before me:




NOTARY PUBLIC FOR OREGON
My Commission expires: 11/16/2007

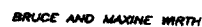
4. AGREEMENT FOR EASEMENT

EXHIBIT "A"

Lot 12, Tract 1396 THIRD ADDITION TO NORTH RIDGE ESTATES,
according to the official plat thereof on file in the office of
the County Clerk of Klamath County, Oregon.

BEING A REPLAT OF LOT 12 OF "TRACT 1396, THIRD ADDITION TO NORTH RIDGE ESTATES",
SITUATED IN THE W1/2 OF SECTION 14
T38S, R9EWM, KLAMATH COUNTY, OREGON
OCTOBER, 2005

BEING



A

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

JANUARY 25, 2006

LEGAL DESCRIPTION OF PARCEL 1 OF "LAND PARTITION 65-05"

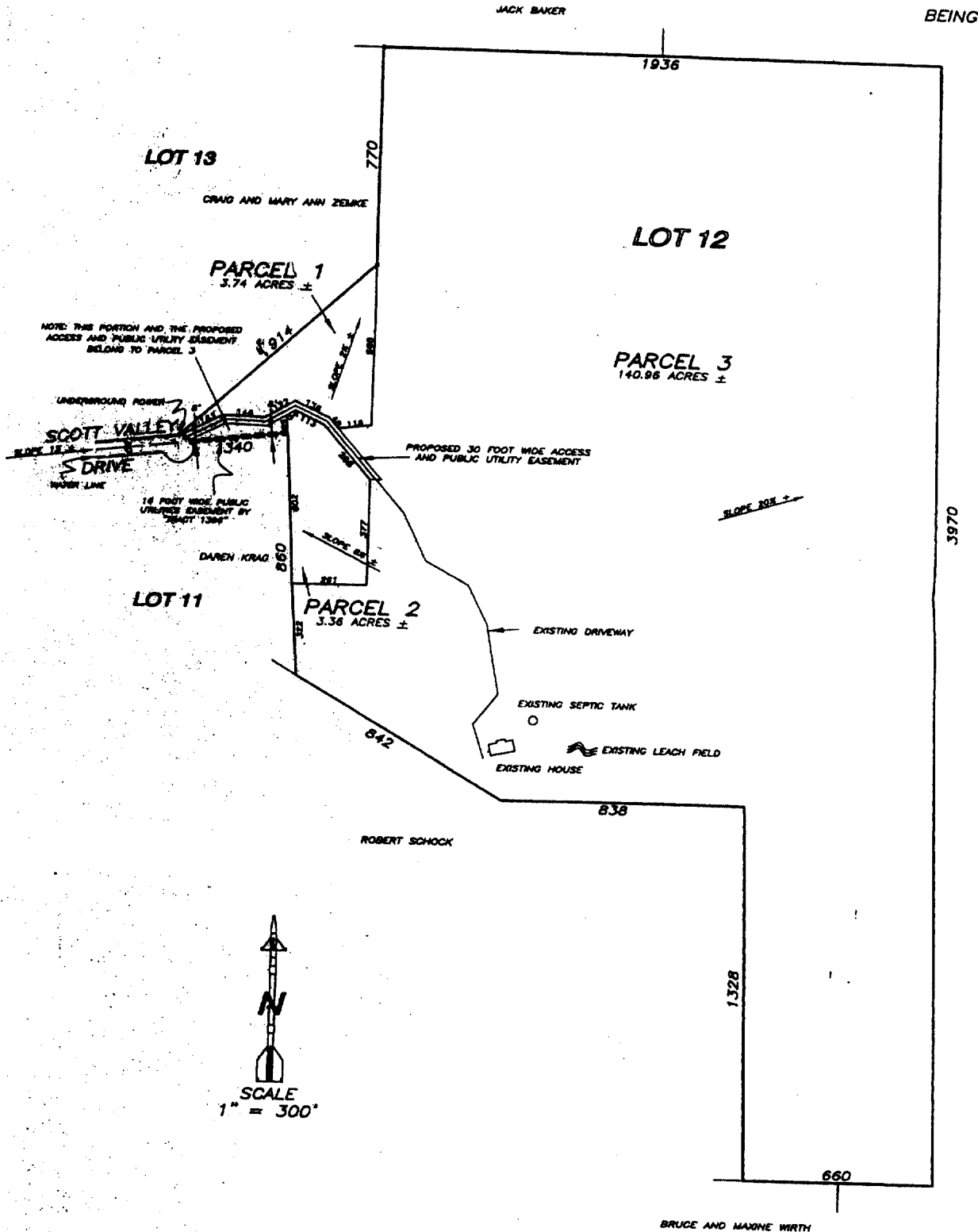
A TRACT OF LAND BEING A PORTION OF LOT 12 OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES ", SITUATED IN THE W1/2 OF SECTION 14 AND THE NE1/4 SE1/4 OF SECTION 15, T38S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE LOT CORNER COMMON TO SAID LOT 12 AND LOT 13 OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES" AND THE RIGHT OF WAY OF SCOTT VALLEY DRIVE; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS S01°55'43"W 50.00 FEET AND CENTRAL ANGLE EQUALS 08°04'00") 7.04 FEET; THENCE N62°56'09"E 162.55 FEET; THENCE S88°11'44"E 146.23 FEET; THENCE N59°35'50"E 121.83 FEET; THENCE S64°17'06"E 135.66 FEET; THENCE S40°55'23"E 48.23 FEET; THENCE N83°25'50"E 117.61 FEET; THENCE N00°04'57"E 568.18 FEET TO AN ANGLE POINT ON THE LOT LINE COMMON TO SAID LOTS 12 AND 13; THENCE S47°33'54"W 913.84 FEET TO THE POINT OF BEGINNING, CONTAINING 3.74 ACRES , MORE OR LESS, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1396-THIRD ADDITION OT NORTH RIDGE ESTATES" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.

EXHIBIT " B "

Page 1 of 2

PRELIMINARY
LAND PARTITION 65-05
 BEING A REPLAT OF LOT 12 OF "TRACT 1396, THIRD ADDITION TO NORTH RIDGE ESTATES",
 SITUATED IN THE W1/2 OF SECTION 14,
 T38S, R9EWM, KLAMATH COUNTY, OREGON
 OCTOBER, 2005



EXHIBIT

B

TRU SURVEYING, INC. LINE

2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

EXHIBIT B

DECEMBER 28, 2005

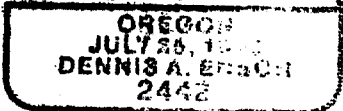
LEGAL DESCRIPTION OF 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT.

A 30 FOOT WIDE ACCESS AND PUBLIC UTILITY EASEMENT BEING A PORTION OF LOT 12 OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES", SITUATED IN THE SW1/4 NW1/4 AND THE NW1/4 SW1/4 OF SECTION 14 AND THE NE1/4 SW1/4 OF SECTION 15, T38S,9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE LOT CORNER COMMON TO LOTS 12 AND 13 OF SAID "TRACT 1396" WHERE THE LOT LINE INTERSECTS THE NORTHERLY RIGHT OF WAY LINE OF SCOTT VALLEY DRIVE; THENCE, ALONG THE ARC OF A CURVE TO THE RIGHT (RADIUS POINT BEARS S01°55'43"W 50.00 FEET AND CENTRAL ANGLE EQUALS 08°04'00") 7.04 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N62°56'09"E 162.55 FEET; THENCE S88°11'44"E 146.23 FEET; THENCE N59°35'50"E 121.84 FEET; THENCE S64°17'06"E 135.66 FEET; THENCE S40°55'23"E 260.78 FEET; THENCE S49°04'37"W 30.00 FEET; THENCE N40°55'23"W 254.57 FEET; THENCE N64°17'06"W 113.46 FEET; THENCE S59°35'50"W 114.51 FEET; THENCE N88°11'44"W 147.17 FEET; THENCE S62°56'09"W 135.95 FEET TO A POINT ON THE RIGHT OF WAY LINE OF SCOTT VALLEY DRIVE; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT (RADIUS POINT BEARS S51°30'55"W 50.00 FEET AND CENTRAL ANGLE EQUALS 41°31'12") 36.23 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1396-THIRD ADDITION TO NORTH RIDGE ESTATES" ON FILE AT THE OFFICE OF THE KLAMATH COUNTY CLERK.



Dennis A. Ensor



EXPIRES 12-31-05

EXHIBIT " C "

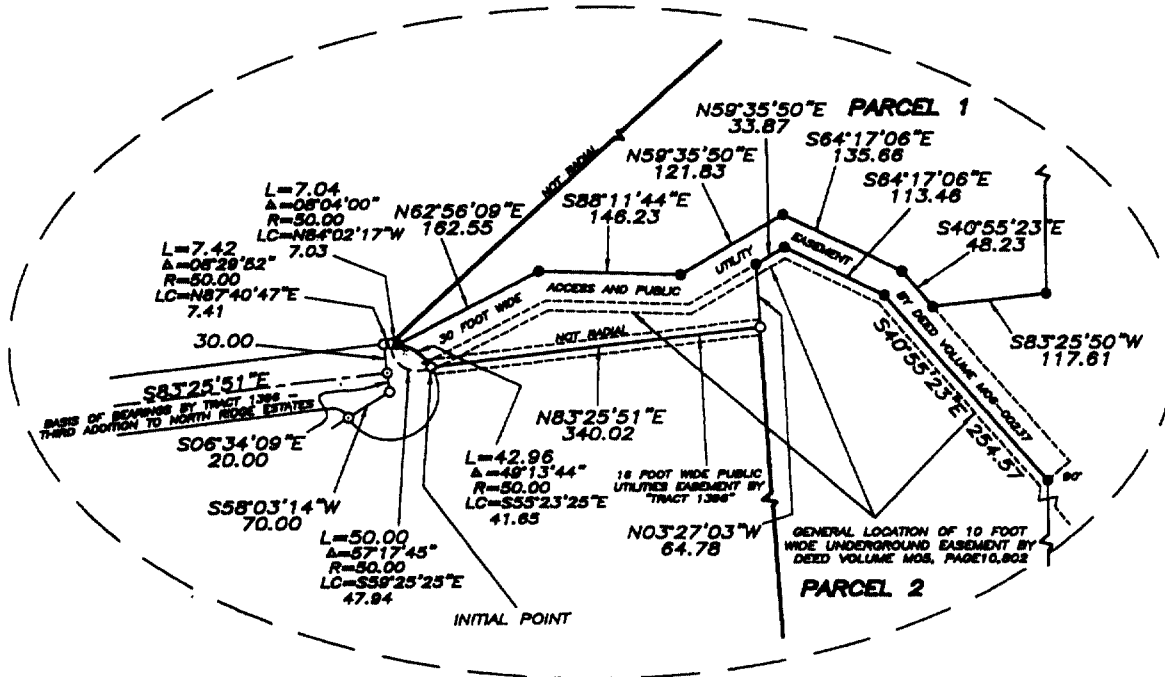
Page 1 of 2

LAND PARTITION 65-05

REPLAT OF LOT 12 OF "TRACT 1396, THIRD ADDITION TO NORTH RIDGE ESTATES",
 SITED IN THE W1/2 OF SECTION 14, AND THE NE1/4 SE1/4 OF SECTION 15,
 T38S, R9EWM, KLAMATH COUNTY, OREGON
 JANUARY, 2006

-N 1/16
 SEC 14

DETAIL
 NOT TO SCALE



I, HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE
 ORIGINAL PLAT OF "LAND PARTITION 65-05", AS FILED WITH THIS OFFICE.

 KLAMATH COUNTY CLERK BY _____ DEPUTY

I, HEREBY CERTIFY THAT THIS IS A TRUE AND EXACT COPY OF THE
 ORIGINAL PLAT OF "LAND PARTITION 65-05", AS PARTITIONED AND PLATTED.

 DENNIS A. ENSOR O.L.S. 2442

EXPIRES: 12/31/07

TRU-LINE SURVEYING, INC.
 2333 SUMMERS LANE
 KLAMATH FALLS, OREGON 97603
 SHEET 2 OF 2