

mtc-74389 KP

After recording return to:  
Kenneth M. Hart  
2611 Scott Street  
Klamath Falls, OR 97601

**M06-08956**

Klamath County, Oregon

05/05/2006 03:40:20 PM

Pages 9 Fee: \$61.00

**M06-13630**

Klamath County, Oregon

07/05/2006 03:12:34 PM

Pages 9 Fee: \$61.00

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 5<sup>th</sup> day of May  
2006, by and between **Kenneth Michael Hart** and **Deborah Sue Hart**, husband  
and wife, (the "Grantor"), and Daniel Stanley Malicki and Janis Kay  
Malicki, husband and wife, (the "Grantee").

**\*\*This is being re-recorded to correct and clarify the legal description in M06-08956.**

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 2  
of Klamath County Land Partition 65-05, and more 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 located upon a portion of Parcel 3 of Land Partition  
65-05 as entered in the deed records of Klamath County, Oregon at Volume  
M-06 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 the  
easement. The parties shall cooperate during periods of joint use so

1. AGREEMENT FOR EASEMENT

61.00

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 nor is it intended to extinguish or affect the easement benefiting Parcel 1 (indicated on Exhibit "A") and Grantee, by signing this document, agrees not to interfere with the use of any easement previously granted by Grantor.

8. The granting of this easement will result in a portion of roadway that is used by both parties. With regard to this length of road, the parties shall be jointly responsible for maintenance and shall share associated costs equally. Grantee shall not, however, be responsible for maintaining any of grantor's roads that lay outside this easement.

## 2. AGREEMENT FOR EASEMENT

9. The parties intend that this easement be a private easement. Neither party understands the easement/access to 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.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 5<sup>th</sup> day of May 2006.

GRANTORS:

Kenneth Michael Hart  
Kenneth Michael Hart

Deborah Sue Hart  
Deborah Sue Hart

GRANTEES:

Daniel Stanley Malicki  
Daniel Stanley Malicki

Janis Kay Malicki  
Janis Kay Malicki

STATE OF OREGON                    )  
  ) ss. May 5, 2006.  
County of Klamath                )

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



Kristi L. Redd  
Notary Public for Oregon  
My Commission expires: 11/16/2007

STATE OF OREGON                    )  
  ) ss. May 5, 2006.  
County of Klamath                )

Personally appeared the above-named Dan Malicki & Janis Malicki, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Kristi L. Redd  
Notary Public for Oregon  
My Commission expires: 11/16/2007

**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.

**EXHIBIT "A"  
LEGAL DESCRIPTION**

Parcel 3 of Land Partition 65-05, said Land Partition being a replat 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, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT " A "

Page 1 of 2

PRELIMINARY  
**LAND PARTITION 65-05**  
 BEING A REPLAT OF LOT 12 OF "TRACT 1386, THIRD ADDITION TO NORTH RIDGE ESTATES",  
 SITUATED IN THE W1/2 OF SECTION 14,  
 T38S, R9EWM, KLAMATH COUNTY, OREGON  
 OCTOBER, 2005

JACK BAKER

BEING

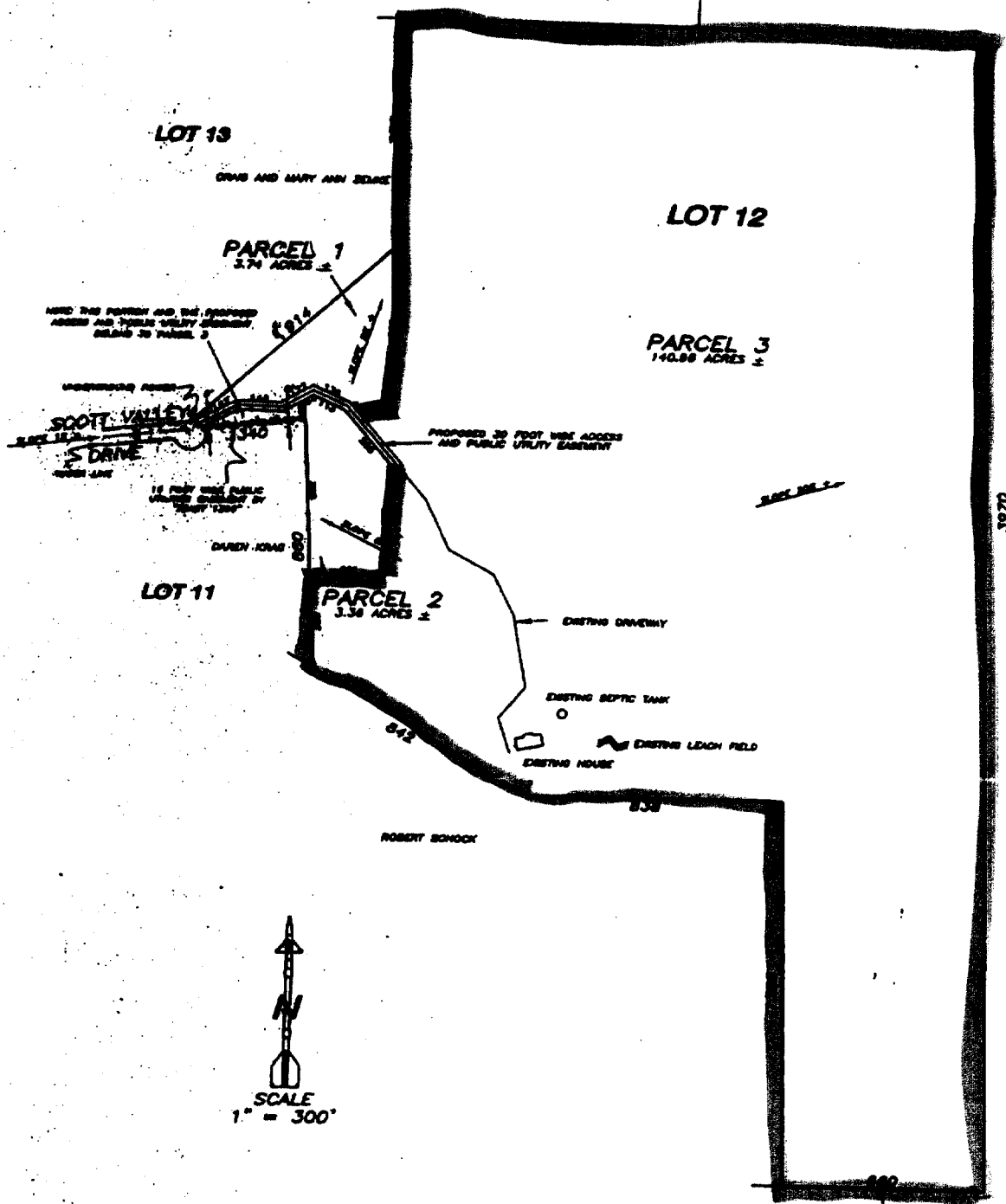


EXHIBIT " A "

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**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"

APRIL 21, 2006

LEGAL DESCRIPTION OF PARCEL 2 OF "LAND PARTITION 65-05"

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

BEGINNING AT AN ANGLE POINT COMMON TO LOT 11 AND SAID LOT 12 OF "TRACT 1396-THIRD ADDITION OT NORTH RIDGE ESTATES," SAID POINT BEING THE MOST NORTHEASTERLY CORNER OF SAID LOT 11; THENCE S03°27'03"E, ALONG THE LOT LINE COMMON TO SAID LOTS 11 AND 12, 537.52 FEET; THENCE, LEAVING SAID LOT LINE S89°55'03"E 261.39 FEET; THENCE N00°04'57"E 377.14 FEET; THENCE N40°55'23"W 254.57 FEET; THENCE N64°17'06"W 113.46 FEET; THENCE S59°35'50"W 33.87 FEET; THENCE S03°27'03E 64.78 FEET TO THE POINT OF BEGINNING, CONTAINING 3.36 ACRES, MORE OR LESS, 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.

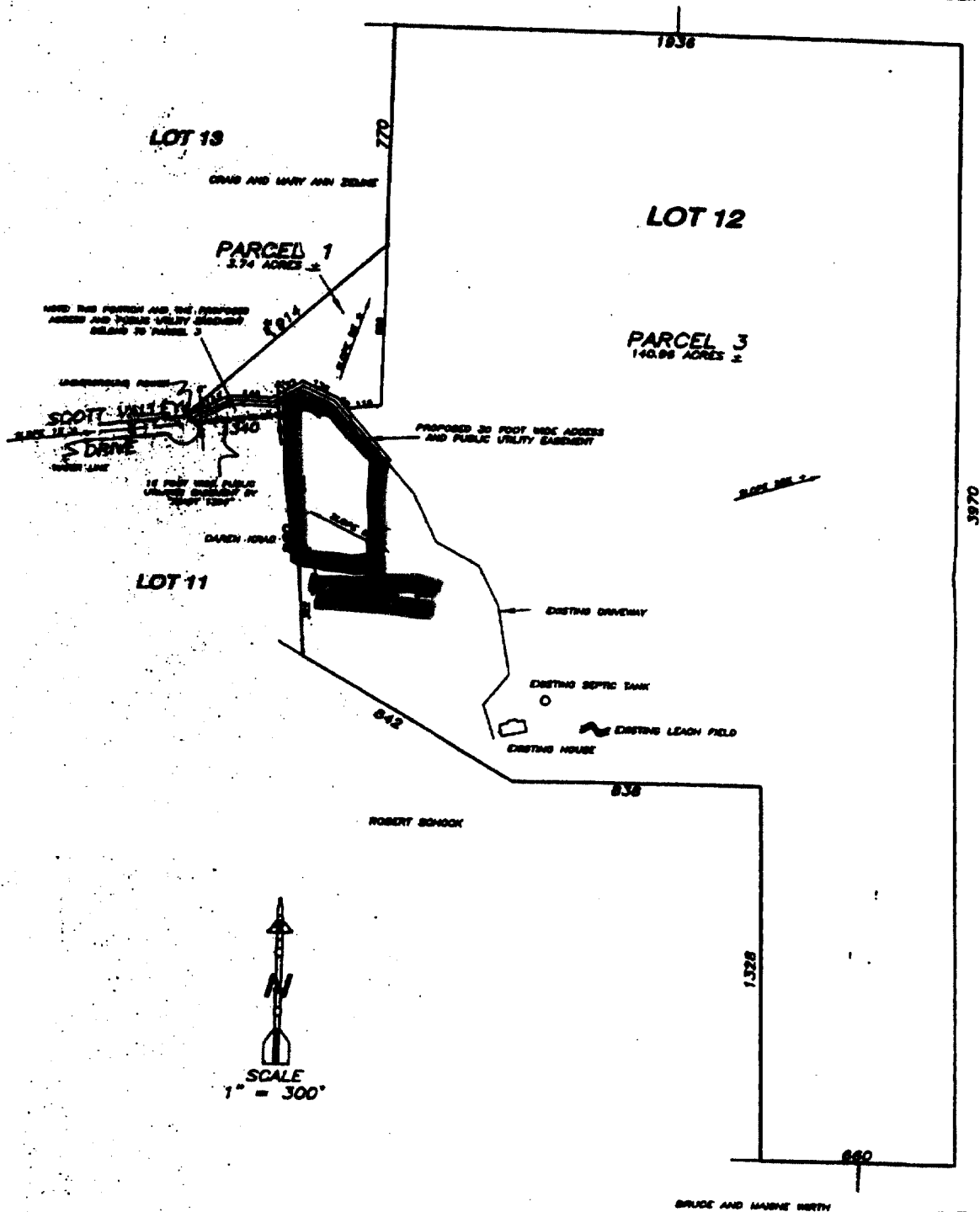
EXHIBIT B

PAGE 1 OF 2

PRELIMINARY  
**LAND PARTITION 65-05**  
 BEING A REPLAT OF LOT 12 OF "TRACT 1398, THIRD ADDITION TO NORTH RIDGE ESTATES",  
 SITUATED IN THE W1/2 OF SECTION 14  
 T38S. R9EWM, KLAMATH COUNTY, OREGON  
 OCTOBER, 2005

JACK BAKER

BEING



EXHIBIT

B

Page

2 of 2

**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.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Dennis A. Ensor*

OREGON  
JULY 25, 1998  
DENNIS A. ENSOR  
2442

EXPIRES 12-31-05

EXHIBIT

*C*

Page

*1*

of

*2*

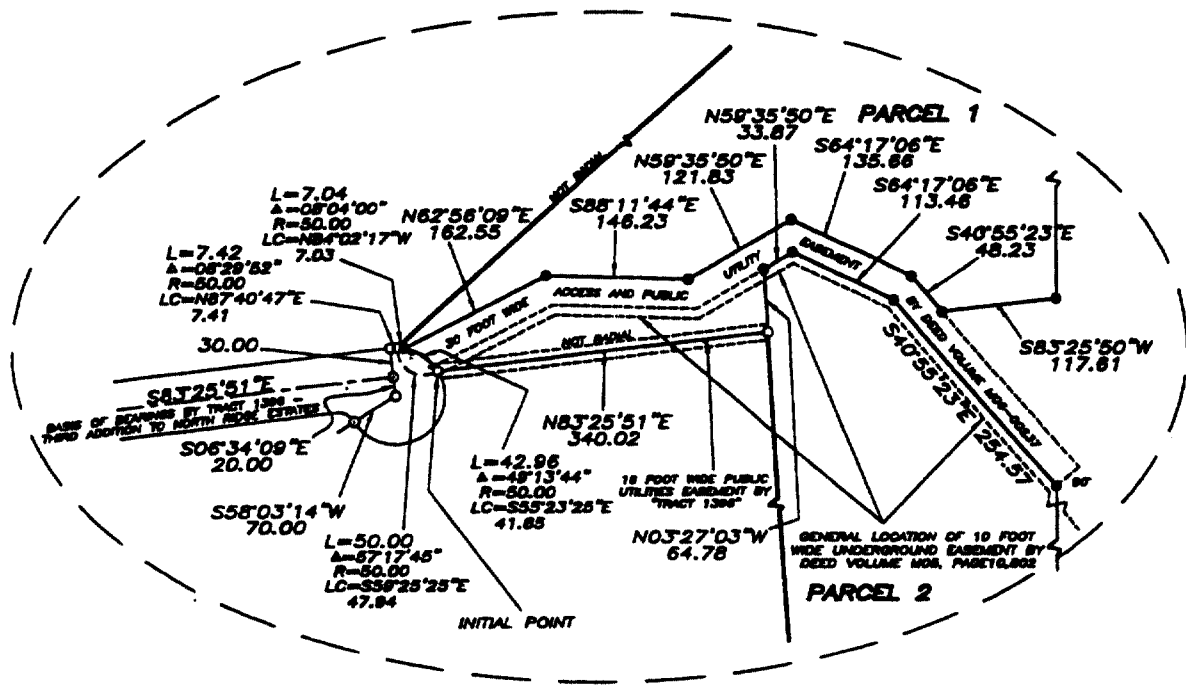


# LAND PARTITION 65-05

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. 2443

EXPENSES: 12/31/07

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