

2014-001810

Klamath County, Oregon



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03/04/2014 09:18:30 AM

Fee: \$52.00

Grantor: Daniel D. Kates and Cheryl E. Kates

Grantee: Michael L. Spencer,
Trustee of the MLS Revocable Living Trust
dated February 12, 2014

After recording return to: Grantee

AGREEMENT FOR EASEMENT

This Easement Agreement made and entered into this 28 day of February, 2014 by and between Daniel D. Kates and Cheryl E. Kates, hereinafter "Grantor" and Michael L. Spencer, Trustee of the MLS Revocable Living Trust dated February 12, 2014, hereinafter "Grantee".

RECITALS

Whereas Grantor is the record owner of a parcel of real property located in Klamath County, Oregon, described in the attached as Parcel 2 on Exhibit "A" and incorporated herein. Grantor has the unrestricted right to grant the Easement hereinafter described relative to said real property.

Grantor conveys to Grantee, their heirs successors and assigns a perpetual exclusive Easement 30 feet in width as currently constructed across the property of Grantor more particularly described in the attached as Parcel 2 on Exhibit "A" and incorporated herein.

AGREEMENT

The terms of this Agreement are as follows:

1. Grantee, their agents, independent contractors and invitees shall use the Easement for road and utility purposes only, for access to the property described in attached Exhibit "A" as Parcel 1 incorporated herein, and in conjunction with such use may construct, reconstruct, maintain and repair the road and any utilities within this easement. Additionally, Grantee shall be entitled to retain the existing fences alongside the existing roadway as well as gate the entrance to the roadway and to lock those gates; provided that Grantee shall provide Grantor with a key to any locked gates on the easement.

2. Grantor may not grant use-rights to third parties but this does not restrict the Grantor's use of the easement.

3. 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 risk arising out of its use of the Easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

Returned to County

4. This Easement is appurtenant to and for the benefit of the real property owned by Grantee and described in the attached Exhibit "A" as Parcel 1.

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

6. This Easement is granted subject to all prior Easements or encumbrances of record.

7. The rights of ingress and egress granted by this easement are limited to the ingress and egress ordinarily and reasonably necessary for the benefit of one single family residence located on Grantee's real property, as well as utility placement. In the event Grantee's real property is divided in any manner, this easement shall remain appurtenant only to the largest parcel, and shall not be appurtenant to other parcels created by the division.

8. Grantor's remedies for a breach of this agreement shall include but are not limited to injunctive relief, damages, and termination of this agreement.

9. Grantee shall reasonably maintain the existing road and gate on the easement and fences along the road, at Grantee's expense.

GRANTOR:

Daniel D. Kates
Daniel D. Kates

Cheryl E. Kates
Cheryl E. Kates

Personally appeared Daniel D. Kates and Cheryl E. Kates and acknowledged the foregoing instrument to be their true act and deed. Before me:

Michael L. Spencer
Michael L. Spencer, Trustee

Lynda West
Notary Public for Oregon
My Commission Expires: 2-10-17

Personally appeared, Michael L. Spencer, Trustee of the MLS Revocable Living Trust dated February 12, 2014 and acknowledged the foregoing instrument to be his true act and deed. Before me:

Lynda West
Notary public for Oregon
My commission expires: 2-10-17

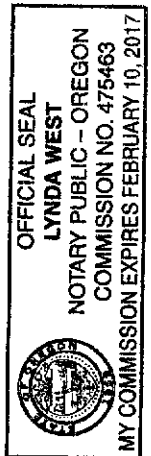
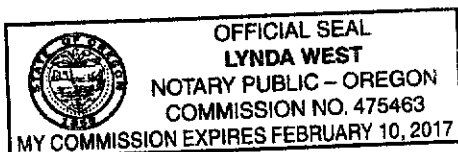


EXHIBIT "A"

PARCEL 1 (SPENCER)

A portion of the Southeast quarter of Section 26, Township 36 South, Range 11, East of the Willamette Meridian, described as follows: Beginning at a point 873 feet West from the East quarter corner of said Section 26; thence from said point of beginning West 873 feet to a point; thence South 990 feet to a point; thence East 873 feet to a point; thence North 990 feet, to the point of beginning.

PARCEL 2 (KATES)

A portion of the SE 1/4 of Section 26, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at the East quarter corner of said Section 26; thence West 873 feet to a point; thence South 990 feet to a point; thence East 873 to a point; thence North 990 feet to the point of beginning.