

2013

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 27th day of November, 1981, by and between VINCENT BRIGGS and BARBARA BARRY, hereinafter called the first parties, and THEODORE N. EMARD and DOROTHY L. EMARD, husband and wife, hereinafter called the second parties,

WITNESSETH:

WHEREAS, the First Parties are the record owners of the following described real estate in Klamath County, Oregon, to wit:

Portions of Sections 11 and 14 in Township 34 South, Range 7 East of the Willamette Meridian being more particularly described in the attached Exhibit A; and

WHEREAS, the Second Parties are the record owners of the following described real estate in Klamath County, Oregon, to wit:

A Parcel of Land situated in Sections 14 and 15, Township 34 South, Range 7, East of the Willamette Meridian being more particularly described in the attached Exhibit B.

NOW, THEREFORE, in consideration of the covenants and agreements of each of the said Parties herein contained the Parties agree by and between themselves and on behalf of the respective heirs, devisees, personal representatives and grantees as follows:

1.

First Parties, subject to the reservations, exceptions, terms, conditions, covenants and agreements herein set forth, do hereby give, grant, bargain, sell and convey unto Second Parties, a perpetual non-exclusive easement in and to the existing Irrigation Water Transmission Ditch, as the same is presently constructed and exists upon and across First Parties' said Real Estate, which said Ditch as it presently exists meanders from the existing Pond or Reservoir near the Northeast corner of the Northwest quarter Northwest quarter of Section 14, Township 34 South, Range 7 EWM, to a point near the Southwest corner of First Parties' said Real Estate where it leaves the First Parties' said Real Estate, for the purpose of transmitting irrigation water from said Pond or Reservoir to irrigate Second Parties' said Real Estate to the extent now authorized by Second Parties' existing Oregon Water Right Certificate, said non-exclusive easement to be forever appurtenant

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1 to Second Parties' said Real Estate. Subject to and SAVING, EXCEPTING AND RE-  
2 SERVING therefrom unto First Parties the perpetual right and easement to use  
3 said Ditch, and the seepage, percolation and overflow therefrom, to provide  
4 stock water, domestic water and irrigation water and to provide drainage for  
5 the benefit of their said Real Estate and each part and parcel thereof as it  
6 now exists and as it may hereafter be improved, it being understood and agreed  
7 that First Parties are presently in the process of making plans to further im-  
8 prove and irrigate their said real property, and First Parties reserve and Se-  
9 cond Parties recognize and grant to First Parties the right and easement to use  
10 said Ditch for the further irrigation and drainage of their said Real Estate  
11 and each part and parcel thereof in accordance with the terms and provisions of  
12 any Water Right Applications, Permits and Water Right Certificates which may  
13 hereafter from time to time be applied for, approved or granted by the proper  
14 Governmental Authorities and that no provision of this Agreement shall be con-  
15 strued to impair, impede or prevent First Parties, and their respective heirs,  
16 devisees, personal representatives and grantees from making such applications  
17 or from using said Ditch for such purposes; and that they may change or re-  
18 locate said Ditch in whole or in part, provided only that any such changes, re-  
19 locations or improvements shall not unreasonably impair the transmission of  
20 the water Second Parties are entitled to receive to Second Parties' said Real  
21 Estate, and Second Parties shall not be obligated to pay for any such changes,  
22 relocations or improvements made solely for First Parties' benefit.

## 2.

24 It is understood and agreed that the non-exclusive easement herein  
25 granted shall be 15 feet in width, the centerline of which shall coincide with  
26 the centerline of the said Ditch as it now exists or may hereafter be changed  
27 or relocated by First Parties, but it is expressly understood and agreed that  
28 said Ditch flows through First Parties' corrals and livestock enclosures and  
29 that First Parties may continue to use and operate them as they have in the  
30 past, including the use of said Ditch for stockwater and that Second Parties  
31 shall have no right to fence off the Ditch or otherwise impair First Parties'  
32 access to it or ability to cross it, and First Parties reserve the right from

1 time to time hereafter to construct or install additional crossings, bridges,  
2 culverts, headgates, turnouts, tiles and drains anywhere on said easement so  
3 long as they do not unreasonably impair the transmission of the water Second  
4 Parties are entitled to receive to Second Parties' said Real Estate. First  
5 Parties also reserve the right from time to time hereafter to fence off any  
6 part or all of said easement and to install gates across it or cattle guards  
7 upon it so long as they do not unreasonably impair the transmission of Second  
8 Parties' said water, and Second Parties shall be furnished with keys to any  
9 locks on any gates installed upon the easement so that they may freely pass  
10 over it for the purpose of transmitting their said water to their real estate  
11 and for the purpose of maintaining or repairing their easement herein granted.  
12

## 3.

13 First Parties and Second Parties, together with such other owners of  
14 this non-exclusive easement as may be added, shall share jointly, share and  
15 share alike, in the maintenance and repair of the Dam which controls the Irri-  
16 gation Reservoir, the Headgate and said Irrigation Reservoir and so much of  
17 the Irrigation Water Transmission Ditch as is used by First Parties and Second  
18 Parties and such other owners of the easement.

19 First Parties shall not be responsible for maintenance and repair of  
20 that portion of the easement which is not used by First Parties for irrigation  
21 purposes, and maintenance of such portion shall be the sole responsibility of  
22 Second Parties and such other joint owners of the non-exclusive easement, share  
23 and share alike. However, First Parties shall be responsible for the mainten-  
24 ance and repair of any damage caused by First Parties' Livestock.

25 Second Parties shall concurrently with the execution of this Agreement  
26 pay to the First Parties the sum of \$250.00, which First Parties agree to apply  
27 to the costs of repairing the now existing damage and deterioration of the Dam  
28 which controls the Reservoir, and Second Parties also agree and acknowledge  
29 that First Parties shall not be liable for more than \$250.00 as First Parties'  
30 share of the costs of repairing the now existing damage and deterioration to  
31 the dam, and Second Parties and their heirs, devisees, personal representatives  
32 and grantees and Second Parties' said Real Estate shall be responsible and liable  
for their respective share of the cost and expense of maintaining, repairing and

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1 replacing the Irrigation Ditch, Dam, Headgate and the Reservoir.  
2

3 4.

4 First Parties covenant and agree with Second Parties that First Parties  
5 are the owners of the Land upon which said easement herein granted is located  
6 and they have the right to grant this easement subject however to the existing  
7 rights, if any, of third parties in any of the property which is the subject of  
8 this easement.

9 5.

10 Second Parties hereby agree to hold and save First Parties harmless  
11 from any and all claims of third parties arising from Second Parties' use of  
12 this easement and from any damages arising from Second Parties' use of this  
13 easement.

14 6.

15 The covenants, agreements, terms, conditions, reservations, exceptions  
16 and easements herein made or granted shall perpetually run with the Parties'  
17 respective Real Estate described in Exhibits A and B of this Agreement and  
18 shall forever be appurtenant to and for the benefit of said Real Estate and  
19 said Real Estate shall likewise be subject to the burdens created or recognized  
20 by this Agreement.

21 IN WITNESS WHEREOF, the parties hereto have subscribed this instrument  
22 in duplicate the day and year first herein written.

23 FIRST PARTIES:

24 Vincent Briggs  
25 Vincent Briggs

26 Barbara Barry  
27 Barbara Barry

28 SECOND PARTIES:

29 Theodore N. Emard  
30 Theodore N. Emard

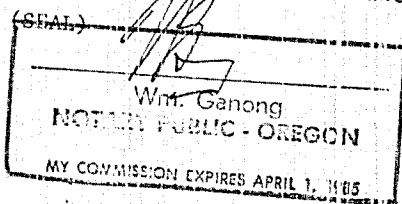
31 Dorothy L. Emard  
32 Dorothy L. Emard


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1 STATE OF OREGON )  
2 ) SS.  
3 County of Klamath )

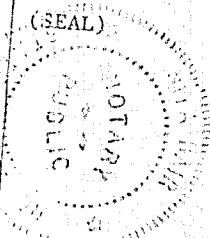
4 Before me this 27<sup>th</sup> day of November, 1981, personally appeared the  
5 above-named Vincent Briggs and Barbara Barry, and acknowledged the foregoing  
6 instrument to be their voluntary act and deed.

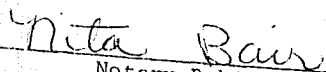


  
11 Notary Public for Oregon  
12 My Commission Expires: 4-1-85

11 STATE OF OREGON )  
12 ) SS.  
13 County of Klamath )

14 Before me this 27<sup>th</sup> day of November, 1981, personally appeared the  
15 above-named Theodore N. Emard and Dorothy L. Emard, husband and wife, and ac-  
16 knowledged the foregoing instrument to be their voluntary act and deed.



  
20 Notary Public for Oregon  
21 My Commission Expires: 7-16-83



## E X H I B I T    A

The following described real property in Klamath County, Oregon,  
all in Township 34 South, Range 7 East of the Willamette Meridian:

PARCEL 1:

Section 11: The  $SE\frac{1}{4}SW\frac{1}{4}$  EXCEPTING a tract of land more particularly described as follows: Beginning at Northwest corner of said Southwest  $\frac{1}{4}$  of Southwest  $\frac{1}{4}$ ; thence East 640 feet; thence South 800 feet; thence West 640 feet; thence North 800 feet to the point of beginning.

ALSO the  $SW\frac{1}{4}SE\frac{1}{4}$  and the  $W\frac{1}{4}SE\frac{1}{4}SE\frac{1}{4}$  EXCEPT THEREFROM the East 394 feet.  
Section 14: The  $N\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ , the  $N\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}NW\frac{1}{4}$ , the  $N\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ , the  $N\frac{1}{2}S\frac{1}{2}NW\frac{1}{4}NE\frac{1}{4}$ , the  $N\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$ , EXCEPT THEREFROM the East 394 feet, and the  $N\frac{1}{2}S\frac{1}{2}W\frac{1}{2}NE\frac{1}{4}NE\frac{1}{4}$  EXCEPT THEREFROM the East 394 feet.

PARCEL 2:

Section 11: The  $S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$  EXCEPTING THEREFROM the North 134.75 feet, ALSO EXCEPTING a strip of land 60 feet in width, measured at right angles to and along the West line of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at a point on the West line of said Section 11, said point being Southerly 800.00 feet from the Northwest corner of the  $SW\frac{1}{4}SW\frac{1}{4}$  of said Section 11; thence Southerly to the South line of said Section 11.

Section 14: The  $NW\frac{1}{4}NW\frac{1}{4}$  EXCEPTING THEREFROM a portion of the  $NW\frac{1}{4}NW\frac{1}{4}$  of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, and being more particularly described as follows:  
Beginning at the Northwest corner of said Section 14; thence along the West line of the  $NW\frac{1}{4}NW\frac{1}{4}$  of said Section 14, to the Southwest corner thereof; thence Easterly along the South line of the  $NW\frac{1}{4}NW\frac{1}{4}$  of said Section 14, 660.00 feet; thence Northwesterly to a point on the North line of said Section 14, said point being 60 feet Easterly of the point of beginning; thence Westerly to the point of beginning.

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A parcel of land situated in Sections 14 and 15, Township 34 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southeast corner of the West 1/2 West 1/2 Northwest 1/4 of said Section 14; thence North along the East line of said West 1/2 West 1/2 Northwest 1/4 183 feet to a point where said East line intersects the centerline of an existing access road said point hereafter being referred to as Point "A"; thence leaving said East line West 1/2 West 1/2 Northwest 1/4 and following said existing access road in a Westerly direction through portions of said Sections 14 and 15 the following courses and distances: North  $61^{\circ} 48' 34''$  West, 483.18 feet to the beginning of a curve to the left; thence along the arc of a 293.3 feet radius curve to the left, 175.30 feet ( $\Delta = 34^{\circ} 14' 43''$ ) to the end of curve; thence South  $86^{\circ} 56' 43''$  West, 174.64 feet to the beginning of a curve to the right; thence along the arc of a 576.01 feet radius curve to the right 135.84 feet ( $\Delta = 13^{\circ} 30' 45''$ ) to the end of curve; thence North  $82^{\circ} 32' 32''$  West, 150.41 feet to an angle point; thence North  $88^{\circ} 43' 02''$  West, 281.85 feet to an angle point; thence North  $82^{\circ} 51' 42''$  West, 205.13 feet to the beginning of a curve to the right; thence along the arc of 278.37 feet radius curve to the right 158.59 feet ( $\Delta = 32^{\circ} 38' 31''$ ) to a point of reverse curve; thence along the arc of a 458.60 feet radius curve to the left 227.21 feet ( $\Delta = 28^{\circ} 23' 25''$ ) to the end of curve; thence North  $78^{\circ} 36' 26''$  West, 436.87 feet to an angle point; thence North  $75^{\circ} 35' 04''$  West, 131.21 feet to the beginning of a curve to the left; thence along the arc of a 262.74 feet radius curve to the left 201.07 feet ( $\Delta = 43^{\circ} 50' 47''$ ) to the end of curve; thence South  $60^{\circ} 34' 09''$  West, 315.67 feet to an angle point; thence South  $54^{\circ} 20' 06''$  West, 422.43 feet to the beginning of a curve to the right; thence along the arc of a 333.03 feet radius curve to the right 122.21 feet to a point on curve ( $\Delta = 21^{\circ} 01' 33''$ ) said point on curve being a point where said road centerline intersects the Easterly boundary of that certain parcel of land described in Deed recorded in Deed Volume M75, page 437, Klamath County Deed Records said point also being referred to hereinafter as Point "B" thence leaving said road center line South  $02^{\circ} 31' 11''$  East, 429.72 feet to a 3/4 inch iron pin; thence South  $68^{\circ}$  West, 208 feet to a 3/4 inch iron pin on the Easterly bank of the Williamson River; thence Southerly along the Easterly bank of said Williamson River to a point where said river bank intersects the South line of Government Lot 10 of said Section 15; thence East along the South line of said Government Lot 10 to the Southeast corner thereof; thence East along the South line of the North 1/2 Northeast 1/4 Southeast 1/4 of said Section 15 to the Southeast corner thereof; thence East along the South line of the Northwest 1/4 Northwest 1/4 Southwest 1/4 of said Section 14 to the Southeast corner thereof; thence North to the point of beginning.

EXHIBIT "B"

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TOGETHER WITH a non-exclusive private roadway easement for use in common with others over and across a strip of land 30.00 feet in width lying immediately adjacent to but Northerly of the roadway centerline described above running Westerly from Point "A" to Point "B".

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~xxxxxx~~ of \_\_\_\_\_  
As 2 day of December A.D. 1981 at 11:50 clock A.M., and  
duly recorded in Vol. M 81, of Deeds on Page 20744

Fee \$32.00

EVELYN BIEHN, County Clerk

By Joyce McQuinn