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Vol MOO Page 28235

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of June, 2000, by and between John F. Horton and Mary J. Horton, hereinafter called Grantors, and Scott Miller and Genie Miller, hereinafter called Grantees:

W I T N E S E T H

WHEREAS, Grantors are the record owners of the following described real property in Klamath County, State of Oregon, to-wit:

SW ¼ of NW ¼ of Section 24, Township 38 South, Range 11 ½ East of the Willamette Meridian

And have the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as:

A pipeline that runs above ground within 5 feet of the northern or of the southern edge of the existing ditch, a tributary of Buck Creek. Said ditch, the pathway of this easement, crosses the SW ¼ of the NW ¼ of Section 24, Township 38 South, Range 11 ½ East of the Willamette Meridian. Said ditch extends from the Easterly boundary of Bliss Road in an Notheasterly direction to Buck Creek. Said ditch is depicted on and labeled as "pathway of easement" on Exhibit A, attached hereto, a copy of a portion of Klamath County Assessor's map 38 11V 24.

The terms of this easement are as follows:

1. AGREEMENT FOR EASEMENT

1. Grantees, their agents, independent contractors and invitees shall use the easement for a pump and pipeline only, and shall have reasonable access to the Grantors' property for purposes of constructing, reconstructing, or maintaining the pipeline which will cross onto the adjoining parcel in the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 24 where said pipeline will continue running along the ditch until it meets Buck Creek. Grantees may also have reasonable access to Grantors' property in order to install or repair any associated pumps, siphons and electrical equipment.

2. Grantees agree that the construction, reconstruction or maintenance of the pipeline will be in a workmanlike manner and further agree to attempt to minimize any inconvenience to the Grantors, specifically as to the timing of work.

3. Grantees further agree that the cost of construction, reconstruction or maintenance of the pipeline will be solely the responsibility of grantees. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

4. This easement is for the benefit of the real property owned by Grantees, described in paragraph 6 of this Agreement. This agreement shall bind and inure to the benefit of the immediate parties hereto and to their respective heirs, executors, administrators and successors in interest as well.

5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their

## 2. AGREEMENT FOR EASEMENT

heirs, successors and assigns.

6. The following is a description of the Grantees dominant property.

S ½ of the SE ¼ of Section 23, Township 38 South, Range 11 ½ East of the Willamette Meridian.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 13<sup>th</sup> day of June, 2000.

*John F. Horton*

Grantor

*Mary J. Horton*

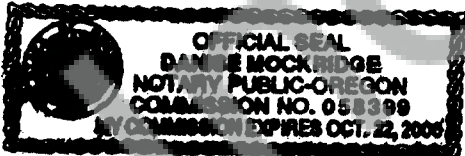
Grantee

STATE OF OREGON )

County of Klamath )

ss. \_\_\_\_\_.

Personally appeared the above-named John F. Horton and Mary J. Horton, and acknowledged the foregoing instrument to be a voluntary act and deed. Before me: Danise Mockridge



*Danise Mockridge*  
Notary Public for Oregon  
My Commission expires: 10-22-00

STATE OF OREGON )

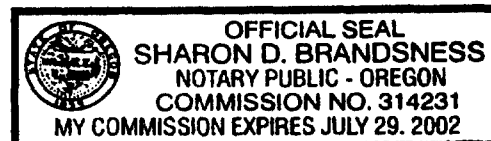
County of Klamath )

ss. KLAMATH.

Personally appeared the above-named SCOTT MILLER, and acknowledged the foregoing instrument to be HIS voluntary act and deed. Before me:

*Sharon D. Brandsness*  
Notary Public for Oregon  
My Commission expires: 7-29-2002

3. AGREEMENT FOR EASEMENT



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Section 24  
T38S R11 1/2 E W.M.  
N. AP 38 11V 24

SEE MAP 38 11V 13  
610 WEST 80.00 CH

200  
158.18 AC.  
1/2 S 1/2 NW 1/4  
E 1/2 of NW 1/4

300  
24 16700 AC. Horton

Buck Creek

Salmon Lake

SW 1/4 of NW 1/4  
Pathway of easement

Pathway of easement

MLP 26-90

PARCEL 1

400  
160.00 AC.

EXHIBIT A

SEE MAP 38 11V 23

State of Oregon, County of Klamath  
Recorded 08/01/00, at 2:44 p. m.  
In Vol. M00 Page 28235  
Linda Smith,  
County Clerk Fee \$ 36.00