

THIS AGREEMENT, made and entered into this <sup>July</sup> 30 day of ~~AUGUST~~, 2001 by and between DARRYL MOONEYHAM AND EVELYN MOONEYHAM, husband and wife, hereinafter called the First Party, and DALE MATHER AND SUZI MATHER, husband and wife, hereafter called the Second Party,

WHEREAS: The First Party is the record owner of the following described real estate in Klamath County, State of Oregon, to wit:

See Exhibit "A" attached hereto and made a part hereof

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the Second Party to the First Party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the First Party, they agree as follows:

The First Party grants to Second Party an easement for ingress, egress, pumping station, maintenance for the pumping station, and irrigation purposes over and across the northwest corner of the real property described in Exhibit "A", being a parcel beginning at the Northwest corner of said parcel, Thence East along the North Line of said Parcel 20 feet, thence South to the high water mark of the Sprague River, thence Northwesterly along said high water mark to the West line of said Exhibit "A", thence North along said Westerly line to the South line of real property of the Second Party, described in Exhibit "B" attached hereto and made a part hereof.  
made a part hereof.

Said easement is appurtenant to real property of the Second Party described as follows:

See attached Exhibit "B" attached hereto and made a part hereof.

The Parties shall have all rights of rights of ingress and egress to and from the real estate ( including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions ) necessary for the Second Party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the First Party shall have the full use and control of the above described real estate.

The Second Party and any Third Party hereby agrees to hold and save the First Party harmless from any and all claims of Fourth parties arising from Second Party and Third Party use of the rights herein granted.

The easement described above shall continue for a period of perpetuity always subject, however, to the following specific conditions, restrictions AND considerations:

During the existences of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): the first party 0% , the second party 100%.

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

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In constructing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

FIRST PARTY

*Darryl Mooneyham*  
Darryl Mooneyham

*Evelyn Mooneyham*  
Evelyn Mooneyham

SECOND PARTY

*Dale Mather*  
Dale Mather

*Suzi Mather*  
Suzi Mather

STATE OF OREGON  
County of KLAMATH

This instrument was acknowledged before me on July 30, 2001  
by Darryl Mooneyham and Evelyn Mooneyham and executed this instrument  
to be their voluntary act and deed.

*[Signature]*  
Notary Public for  
My commission expires.....



STATE OF OREGON  
County of KLAMATH

This instrument was acknowledged before me July 31, 2001  
by Dale Mather and Suzi Mather, and executed this instrument to be  
their ~~his~~ voluntary act and deed.

*Lisa Weatherby*  
Notary Public for  
My commission expires... 11/20/2003



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

A tract of land situated in the SW 1/4 of NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the West line of the NW 1/4 and the North line of the Sprague River; thence Southeasterly along said North line of the Sprague River to the South line of the NW 1/4; thence East along said South line to a point which lies 944 feet from the Southwest corner of the NW 1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian; thence at right angles and parallel to the West line of the NW 1/4, North a distance of 480 feet to a point; thence West parallel to the South line of the NW 1/4 to the West line of the NW 1/4; thence South to the point of beginning.

LESS AND EXCEPT any portion of the above described property that lies within Drews Ranch Road.

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

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**PARCEL 1:**

That portion of the SW1/4 NW1/4 of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying West of the Chiloquin-Sprague River Highway.

EXCEPTING THEREFROM those portions conveyed by deeds recorded February 19, 1968 in Book M68 at Page 1263, recorded May 31, 1968 in Book M68 at Page 4893, recorded July 5, 1968 in Book M68 at Page 6093, recorded September 10, 1968 in Book M68 at Page 8196, and recorded October 26, 1972 in Book M72 at Page 12431, All Microfilm Records of Klamath County, AND that portion lying Southerly of Sprague River.

**PARCEL 2:**

That portion of the S1/2 NW1/4 NW1/4, Section 11, Township 35 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a found 3 inch diameter aluminum cap marking the N1/16 corner for Sections 10 and 11, Township 35 South, Range 9 East, Willamette Meridian; thence South 89 degrees 27' 00" East, 121.53 feet to the True Point of Beginning, said point being a 5/8 inch rebar with an aluminum survey cap; thence, North 12 degrees 21' 43" East, 70.92 feet to a 5/8 inch rebar with an aluminum survey cap; thence, North 65 degrees 17' 58" East, 236.57 feet to a point on the Southerly right-of-way line of the Sprague River Highway; thence, Southeasterly following a curve to the right, on said right-of-way line, having a radius of 3,928.9 feet (a chord length of 21.45 feet, a chord bearing of South 64 degrees 02' 34" East, and a delta angle of 00-18-32), 21.45 feet to a point; thence, leaving said right-of-way line, South 06 degrees 24' 27" West, 161.98 feet to a 5/8 inch rebar with an aluminum survey cap; thence, North 89 degrees 27' 00" West, 231.33 feet to the True Point of Beginning.

## Kasement

# MAP OF SURVEY IN

SEC 11, T35S, R9E, W.M.  
KLAMATH COUNTY, ORI

Serial - 1000

State of Oregon, County of Klamath  
Recorded 08/03/01 at 3:26 p. m.  
In Vol. M01 Page 39154  
Linda Smith,  
County Clerk Fee\$ 41.00



Sector line -  
established and  
shown as Roman Army  
01701

7.81 Ac.  
(To Meander Line)

- Maandag Line

**1/4 CUP**

**B40.00**

N 89° 21' 50" W  
100' - of - surface line

**537. 94**

NEW CORNER OF 14th  
E 1/2, NW 1/4, SW 1/4  
217.40

15.00

There is a possibility  
of getting more information  
on this.

## LEGEND


- o - 3rd 1/2" & 2" iron pin
- o - Found 1/2" iron pin
- st - Found 1/2" iron pin

- Bedright located on Revere  
Barney Mt. 870.

שני

THE OFFICE OF THE ALABAMA  
SECURITY SURVEYOR THIS ~~25~~ DAY

1934  
J. C. SMITH, COUNTY SHERIFF

**DONCH**  **GRESDOL & B**  
REGISTERED D  
100 DORROW  
CLIMAX FALL

POWERED FOR	CHARLETS G
SHAVED BY	D.A.S. D
SHAVED BY	G.A.C. D
RYINGMENT	

**SCALE: 1"=100'**

**SCALE: 1"=100'**