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**AGREEMENT FOR EASEMENT**

This Easement Agreement made and entered into this 24 day of March 2004 by and between Lee R. Sukraw, hereinafter "Grantor" and Richard Jennings Brewer and Kathryn Irene Brewer, hereinafter "Grantee".

**RECITALS**

Whereas Grantor is the record owner of a parcel of real property located in Klamath County, Oregon, described in the attached 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 non-exclusive Easement across the property of Grantor more particularly described in the attached Exhibit "B" 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 "C" incorporated herein, and in conjunction with such use may construct, reconstruct, maintain and repair the road and any utilities thereon. All utility lines must be buried.

2. Grantor reserves the right to use, construct, reconstruct and maintain the road located upon the Easement and Grantor may grant use-rights to third parties. The parties shall cooperate during periods of any joint use so that each party's use shall cause a minimum of interference to the other; however, in case of conflict, Grantor's right of use shall be dominate.

3. Grantor reserves the right to relocate the road at such time and in such case, shall reconstruct a road at such new location in as good or better condition as existed at the prior location. It is understood that should Grantor desire to reconstruct and relocate the road it shall be done so to allow uninterrupted and continued access to the real property of

State of Oregon, County of Klamath  
Recorded 04/07/2004 3:39 p m  
Vol M04 Pg 19979-84  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6

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cc: Brandsness

Grantee described on the attached Exhibit "C". If the road is relocated however, Grantor may record an instrument indicating the relocated road and utility Easement and such instrument shall serve to amend this Easement and eliminate any rights of Grantee in the original Easement. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the Easement, when and if requested by Grantor. It is further acknowledged between Grantor and Grantee that Grantee may use this Easement for utility purposes. Therefore, upon any relocation or reconstruction of the road, Grantor shall also relocate and reconstruct utilities serving Grantee's parcel of real property described in the attached Exhibit "C".

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 risk arising out of its use of the Easement and Grantor shall have no liability to Grantee or 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 in the attached Exhibit "C".

6. 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.

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

8. 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. 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.

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

19981

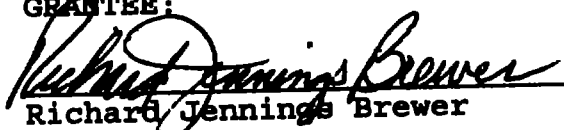
10. Grantee shall reasonably maintain the existing road on the easement, at Grantee's expense.

In witness thereof, the parties have caused this instrument to be executed on this 24 day of March 2004.


GRANTOR:

  
\_\_\_\_\_  
Lee R. Sukraw

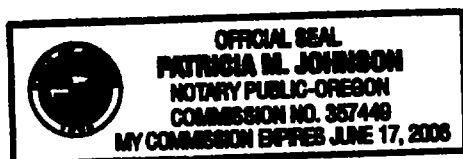
GRANTEE:

  
\_\_\_\_\_  
Richard Jennings Brewer

GRANTEE:

  
\_\_\_\_\_  
Kathryn Irene Brewer

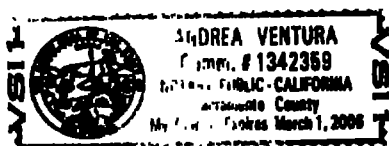
Personally appeared Lee R. Sukraw and acknowledged the foregoing instrument to be his true act and deed. Before me:

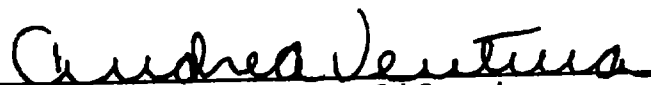


  
\_\_\_\_\_  
Notary public for Oregon  
My commission expires: 6-17-2006

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Personally appeared, Richard J. Brewer and Kathryn Irene Brewer and acknowledged the foregoing instrument to be their true act and deed. Before me:



  
\_\_\_\_\_  
Notary public for California  
My commission expires: March 1, 2006

## EXHIBIT "A"

The following described property located in Klamath County, State of Oregon to wit:

That portion of Lots 1 and 2 of Section 28 Township 40 S.R. 9 E.W.M. more particularly described as follows: Beginning at an iron pin which bears South  $0^{\circ}06\frac{1}{4}'$  West 885.1 feet from the North quarter section corner of said Section 28; thence North  $89^{\circ}47\frac{1}{4}'$  West a distance of 941.9 feet to a point in the centerline of Lower Klamath Lake Road; thence Southeasterly along said centerline of road to its intersection with the North-South centerline of said Section 28; thence continuing along said centerline of Lower Klamath Lake County Road South  $64^{\circ}41'$  East 413 feet and South  $69^{\circ}35\frac{1}{4}'$  East 114.8 feet to a point; thence North  $0^{\circ}18\frac{1}{4}'$  East 679.6 feet to a point; thence North  $89^{\circ}28'$  West 483.8 feet to a point on said North-South centerline from which the North quarter corner of said Section 28 bears North  $0^{\circ}06\frac{1}{4}'$  East 859.4 feet and an iron axle bears North  $89^{\circ}28'$  West 0.15 feet distant; thence South  $0^{\circ}06\frac{1}{4}'$  West along said centerline a distance of 25.7 feet, more or less, to the point of beginning. Saving and excepting therefrom one-half the right of way of Lower Lake Road.

Subject to reservations and restrictions of record and easements and right-of-way of record and those apparent on the lane.

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EXHIBIT "B"

BREWER ACCESS EASEMENT

A non-exclusive easement for access and utilities for the benefit of that property described in Volume M88, Page 8009 of Klamath County Deed Records, over and upon parcels located on Government Lot 1 of Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

The northerly 10 feet of the Sukraw property (described in Volume M95, Page 269 of Klamath County Deed Records) running from the intersection of the northerly boundary with Lower Lake Road, to the southwest corner of Grantee's property.

## EXHIBIT "C"

A parcel of land situate in Lot 1, Section 28, Township 40 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin marking the quarter section corner common to Section 21 and 28, Township 40 South, Range 9 East of the Willamette Meridian; thence South  $0^{\circ}06'$  West along the North-South center line of said Section 28, 885.1 feet to an iron pin being the true point of beginning and the Southeast corner of property described herein; thence 500 feet West (shown as 489.01 on Assessors' maps); thence 140 feet North; thence 500 feet East; thence 140 feet South to the point of beginning.