

**AGREEMENT FOR EASEMENT**

This Easement Agreement made and entered into this 7 day of April 2004 by and between James and Karen J. Renfree, hereinafter collectively "Grantors" and Richard Jennings Brewer and Kathryn Irene Brewer, hereinafter "Grantee".

**RECITALS**

Whereas Grantors are the record owners of real property located in Klamath County, Oregon, described in the attached Exhibit "A" and incorporated herein. Grantors have the unrestricted right to grant the Easement hereinafter described relative to said real property.

Grantors convey to Grantee, their heirs, successors and assigns a perpetual non-exclusive Easement across the property of Grantors 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. Grantors, and each of them, reserve the right to use, construct, reconstruct and maintain the road located upon the Easement and Grantors may grant use-rights for use by 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, Grantors' right of use shall be dominate.

3. Grantors reserve 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. Any such relocation shall be done so to allow uninterrupted and continued access to the real property of Grantee described on the attached Exhibit "C". If the road is relocated however, Grantors may record an instrument indicating

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cc: Brandness

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 Grantors. It is further acknowledged between both Grantors and Grantee that Grantee may use this Easement for utility purposes. Therefore, upon any relocation or reconstruction of the road, Grantors shall also relocate and reconstruct utilities serving Grantee's parcel of real property described in the attached Exhibit "C". The intent of the parties, in executing this agreement, is to provide for continued ingress and egress to Grantee's property along the existing roadway.

4. Grantee agrees to indemnify and defend Grantors from any loss, claim or liability to Grantors 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 Grantors 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 Grantors and Grantee, their heirs, successors and assigns.

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

8. This Easement, as it pertains to ingress and egress, shall be limited to the reasonable and ordinary use necessary to benefit a single family residence located upon grantee's real property.

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.

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 7 day of April 2004.

GRANTOR:

James Renfree  
James Renfree

GRANTOR:

Karen J. Renfree  
Karen J. Renfree

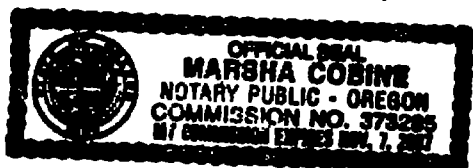
GRANTEE:

Richard Jennings Brewer  
Richard Jennings Brewer

GRANTEE:

Kathryn Irene Brewer  
Kathryn Irene Brewer

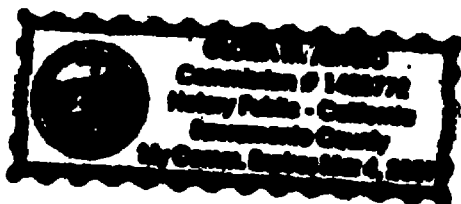
Personally appeared, James Renfree and Karen Renfree and acknowledged the foregoing instrument to be their true act and deed. Before me: April 5, 2004.



Marsha Cobine  
Notary public for Oregon  
My commission expires: 11-7-07

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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: April 7, 2004



Gloria Maffeo  
Notary public for California  
My commission expires: March 4, 2007

## EXHIBIT "A"

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

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

Beginning at a 5/8-inch iron pin on the North line of said Lot 1 from which the quarter section corner common to Sections 21 and 28 bears S. 89°51'05" E. 489.01 feet; thence S. 00°05'50" W. parallel with the East line of said Lot 1, 48.38 feet to a 5/8-inch iron pin; thence N. 89°54'10" W., 79.48 feet to a 5/8-inch iron pin; thence S. 00°05'50" W. parallel with the East line of said Lot 1, 72.17 feet to a 5/8-inch iron pin; thence S. 89°54'10" E., 79.48 feet to a 5/8-inch iron pin; thence S. 00°05'50" W., parallel to the East line of said Lot 1, 623.89 feet to a point on the North line of a parcel of land described in Volume M89, page 13285, Klamath County Deed records; thence N. 89°47'15" W. on said North line, 11.05 feet to the Northwest corner of said parcel; thence S. 00°04'55" W. on the West line of said parcel, 140.02 feet to a point on the South line of a parcel of land described in Volume M00 at page 44971, Klamath County Deed records; thence N. 89°40'50" W. on said South line, 388.98 feet to a 5/8-inch iron pin at the Southwest corner thereof; thence N. 00°05'50" E. on the West line of last said parcel, 883.28 feet to a 5/8-inch iron pin on the North line of said Lot 1; thence S. 89°51'05" E. on last said North line, 400.00 feet to the point of beginning.

TOGETHER WITH: A non-exclusive easement for ingress and egress, being 30 feet in width and being more particularly described in Volume M02 page 22186 and 22187 of Klamath County Deed records.

Subject to: a non-exclusive easement for ingress and egress, being 30 feet in width and also being 15 feet in width on each side of the following described centerline: Beginning at a point on the East line of the above described parcel of land from which the Northeast corner of said parcel bears N. 00°05'50" E. 345.36 feet, thence S. 82°11'00" W. 403.85 feet to a point on the West line of a parcel of land described in Volume M00 page 44971, Klamath County Deed records, the Northwest corner of which bears N00°05'50" E. 401.32 feet.

**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:**

**Along the southerly 10 feet of that property described in Volume M03, Page 00377 of Klamath County Deed Records.**

## 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°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.

State of Oregon, County of Klamath  
Recorded 04/08/2004 3:47 p m  
Vol M04 Pg 20283-20288  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6