

<p style="text-align: center;">EASEMENT</p> <p>REGA D. FREEMAN AND ROBYN C. FREEMAN</p> <p style="text-align: center;">And</p> <p>LYDIA NELSON</p>	<p style="text-align: center;">SPACE RESERVED FOR RECORDER'S USE</p> <p style="text-align: center;">M05-66167</p> <p>Klamath County, Oregon 10/11/2005 08:05:35 AM Pages 9 Fee: \$61.00</p>
<p>AFTER RECORDING, RETURN TO: Blair M. Henderson Attorney at Law 426 Main Street Klamath Falls, OR 97601</p>	

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2005, by and between Rega D. Freeman and Robyn Freeman, husband and wife, hereinafter called Grantors, and Lydia Nelson, hereinafter called Grantee:

WITNESSETH

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

See Exhibit 1, attached hereto and by this reference incorporated herein.

AND, WHEREAS, Grantors have the unrestricted right to grant the easement hereinafter described relative to said real property. Grantors convey to Grantee, her heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as:

See Exhibit 2, attached hereto and by this reference incorporated herein.

The terms of this easement are as follows:

1. Grantee, her agents, independent contractors and invitees shall use the easement for road purposes and for the purpose of laying utility lines. Grantee shall use the roadway for access purposes to the property described in paragraph 9 and in conjunction with such may construct, reconstruct, maintain and repair a road thereon. It is anticipated by Grantee that this property will be subdivided and this roadway easement shall be used for access to the subdivision, as well as for purposes of laying utility lines to service said subdivision.

2. Grantors reserve the right to use, construct, reconstruct, and maintain the road located upon the easement. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference to the other.

3. 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 risks arising out of her use of the easement and Grantors shall have no liability to Grantee or to others for any condition existing thereon.

4. This easement is appurtenant and for the benefit of the real property owned by Grantee and described below in paragraph 9.

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

6. This easement is granted subject to all prior easements or encumbrances of record.

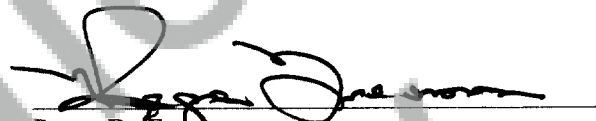
7. This easement commences at the end of Redding Street. Should any local or other authority extend Redding Street onto Grantors' property and upon the land over which this easement runs, that portion of the easement shall be extinguished by the extension of Redding Street. This

extension shall only occur if Redding Street is extended as a public road and in a manner that allows Grantee full access to her property. Under no circumstances shall the extinguishing of any portion of the easement created herein serve to limit Grantee's access to her property or to frustrate the purpose of this Agreement for Easement.

8. The following is a description of the Grantee's dominant property which this easement is appurtenant:

See Exhibit C, attached hereto and by this reference incorporated herein.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 3 day of Oct., 2005.


Rega D. Freeman

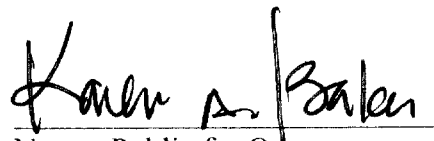

Robyn Freeman


Lydia Nelson

STATE OF OREGON)
) ss.
County of Klamath)

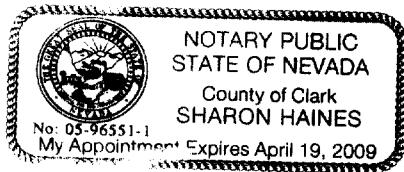
Personally appeared before me this 3rd day of October, 2005, the above-named Rega D. Freeman and Robyn Freeman and acknowledged the foregoing instrument to be their voluntary act and deed.




Notary Public for Oregon
My Commission Expires: 9-20-2009

STATE OF NEVADA)
) ss.
County of Clark)

Personally appeared before me this 1st day of September, 2005, the above-named Lydia Nelson and acknowledged the foregoing instrument to be her voluntary act and deed.



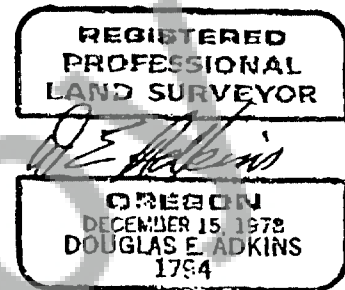
Sharon Haines
Notary Public for Nevada
My Commission Expires: 4-19-09



Description for Parcel B

A parcel of land situated in the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

That portion of the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 24 lying southeasterly of the USBR 1-C-1 Drain, northwesterly of the USBR A-4 (G) Lateral and southerly of that property conveyed to the United States of America in Deed Volume 69, Page 519, Records of Klamath County Oregon.





Description for Parcel C

A parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

That portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24 lying southeasterly of the USBR 1-C-1 Drain, westerly of the USBR A-4 (G) Lateral and northerly of that property conveyed to the United States of America in Deed Volume 69, Page 519, Records of Klamath County Oregon.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

D. E. Adkins

OREGON
DECEMBER 15, 1979
DOUGLAS E. ADKINS
1794

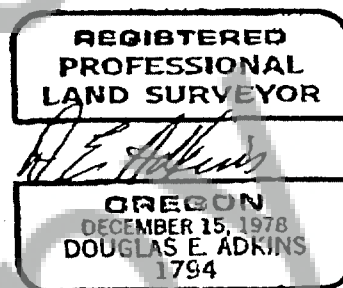
12-31-05



Description for Parcel D

A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

That portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 24 lying southerly and easterly of the USBR A-4 (G) Lateral.



DESCRIPTION FOR FREEMAN/NELSON ACCESS EASEMENT

Being the north 60 feet east of the extended west right-of-way line of Redding Street of Ankeny Garden Tracts as recorded in Klamath County Records, and the east 60 feet north of the 1-C-1 Drain of the following described parcel:

That portion of the S $\frac{1}{2}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24, Township 39 South Range 9 East, Willamette Meridian, Klamath County, Oregon, lying northwesterly of the USBR 1-C-1 Drain, northerly and easterly of USBR 1-C-1-A Drain and westerly of the USBR A-4(G) Lateral, excepting therefrom that portion lying within the USBR A-4-A Lateral.

June 13, 2005
1207-09

REGISTERED
PROFESSIONAL
LAND SURVEYOR

D E Adkins

OREGON
DECEMBER 15, 1978
DOUGLAS E. ADKINS
1794

RENEWAL DATE 12/31/05



Description for Parcel A

A parcel of land situated in the S $\frac{1}{2}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

That portion of the S $\frac{1}{2}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 24 lying northwesterly of the USBR 1-C-1 Drain, northerly and easterly of the USBR 1-C-1-A Drain and westerly of the USBR A-4 (G) Lateral, EXCEPTING THEREFROM that portion lying within the USBR A-4-A Lateral.

