

2007-009141

Klamath County, Oregon



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05/18/2007 03:50:19 PM

Fee: \$41.00

AGREEMENT FOR EASEMENT

Date: May 15, 2007

Parties: Sharron L. Harris ("Grantor")  
22145 North Malin Road  
Malin, Oregon 97632

Edward R. Biggs ("Grantee")  
P.O. Box 307  
Malin, Oregon 97632

**Grant of Easement:**

1. Grantor is the record owner of the real property described on the attached Exhibit "A", located in Klamath County, State of Oregon; and has the unrestricted right to grant the easement hereinafter described relative to said real property.

2. Grantee is the record owner of the real property described on the attached Exhibit "B", located in Klamath County, State of Oregon.

3. Grantor desires to grant to Grantee the right to cross Grantor's property to construct, maintain and improve an irrigation delivery system to Grantee's real property described on the attached Exhibit "C".

4. Grantor hereby conveys to Grantee, his heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor, more particularly described as: a square parcel of real property ten-feet wide by ten-feet long situated in the northeast corner of the real property described on the attached Exhibit "A".

**Terms of this Easement:**

1. Grantee, his agents, independent contractors and invitees shall use the easement to construct, reconstruct, maintain, repair and replace an irrigation main line upon the easement for the benefit of the real property of Grantee. This easement runs from Grantee's real property described on the attached Exhibit "B" to Grantee's real property described on the attached Exhibit "C".

2. Grantor reserves the right to use and maintain their land and may grant use rights for use by third parties, so long as such rights do not interfere with the rights of Grantee. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others.

3. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of

1. AGREEMENT FOR EASEMENT

41 Ltr. Brundage

Grantees' use of the easement. Grantee assumes all risks arising out of his use of the easement and Grantor shall have no liability to Grantee or others for any condition existing thereon.

4. 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 Grantor and Grantee, their heirs, successors and assigns.

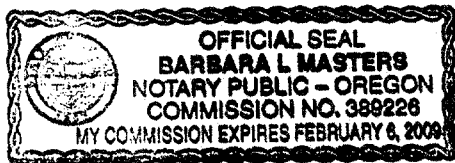
7. This easement is granted subject to all prior easements or encumbrances of record.

Edward R. Biggs  
Edward R. Biggs - Grantee

Sharron L. Harris  
Sharron L. Harris - Grantor

STATE OF OREGON                    )  
  ) ss. May 15, 2007  
County of Klamath                )

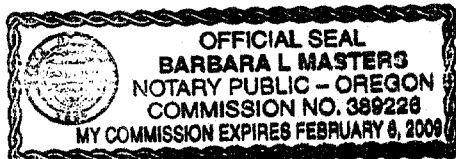
Personally appeared the above-named Edward R. Biggs, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



[Signature]  
Notary Public for Oregon  
My Commission expires: 2-6-09

STATE OF OREGON                    )  
  ) ss. May 15, 2007  
County of Klamath                )

Personally appeared the above-named Sharron L. Harris, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



[Signature]  
Notary Public for Oregon  
My Commission expires: 2-6-09

2. AGREEMENT FOR EASEMENT

EXHIBIT "A"

The NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 10, Township 41 South, Range 12 East  
of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT "B"

The NE~~W~~SE~~W~~ of Section 10, Township 41 South, Range 12 East  
of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT "C"

The N~~W~~SW~~4~~NE~~4~~ of Section 10, Township 41 South, Range 12  
East of the Willamette Meridian, Klamath County, Oregon.