2007-009141 Klamath County, Oregon



05/18/2007 03:50:19 PM

Fee: \$41.00

AGREEMENT FOR EASEMENT

Date: May <u>\(\sigma\) \(\sigma\) , 2007</u>

Parties:

Sharron L. Harris

("Grantor")

22145 North Malin Road Malin, Oregon 97632

Edward R. Biggs P.O. Box 307

("Grantee")

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.
- 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

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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.

Chund A Brigg Edward R. Biggs - Grantee	Sharron L. Harris - Grantor
Edward R. Biggs - Grantee	Sharron L. Harris - Grantor
STATE OF OREGON)) ss. //	Nay 15 , 2007
Personally appeared the acknowledged the foregoing instanced. Before me:	above-named Edward R. Biggs, and crument to be his voluntary act and
OFFICIAL SEAL BARBARA L MASTERS NOTARY PUBLIC - OREGON COMMISSION NO. 389226 MY COMMISSION EXPIRES FEBRUARY 6, 2009	Notary Public for Oregon My Commission expires: 7-6-09
STATE OF OREGON)	7 (4) 15 , 2007
County of Klamath)	, 2001

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

OFFICIAL SEAL
BARBARA L MASTERS
NOTARY PUBLIC - OREGON POMMISSION NO. 389228
MY COMMISSION EXPIRES FEBRUARY 8, 2000

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

2. AGREEMENT FOR EASEMENT

The NW%SE% of Section 10, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.



EXHIBIT "B"

The NEWSEW of Section 10, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.



EXHIBIT "C"

The N½SW½NE½ of Section 10, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

