

2007-009142

Klamath County, Oregon



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Fee: \$46.00

AGREEMENT FOR EASEMENT

Date: November 1, 2005

Parties: Glenn and Mary Lou Terrell ("Grantors")  
21633 N. Malin Road  
Malin, Oregon 97632

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

**Grant of Easement:**

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

2. Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as: the easterly 15 feet of the real property described on the attached Exhibit "A".

**Terms of this Easement:**

1. Grantees, their 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 Grantees real property described on the attached Exhibit "B" to another parcel of his property described on the attached Exhibit "C". Also attached as Exhibit "D" is a map showing the location of the easement and the real properties of Grantors and Grantee.

2. Grantors reserve 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. Grantors reserve the right to relocate the irrigation main line, at Grantor's cost, at any time and in such case shall reconstruct the main line at such new location in as good or better condition as existed at the prior location and during such periods of reconstruction shall not allow the cessation of water delivery to Grantee's real property. If the easement is relocated, Grantors may record an instrument indicating the relocated easement and such instrument shall serve to amend this easement and eliminate any rights of Grantees in the original

1. AGREEMENT FOR EASEMENT

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easement. Such amendment of the description shall be effective whether or not signed by Grantees but Grantees shall execute it or such other document necessary to indicate relocation of the easement, when and if requested by Grantors.

4. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

5. This easement is appurtenant and for the benefit of the real property owned by Grantees and described in the attached Exhibit "C".

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

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

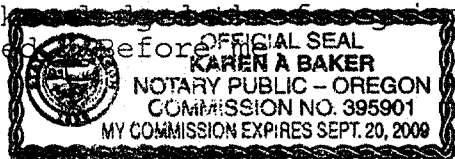
Edward R. Biggs  
Edward R. Biggs - Grantee

Glenn Terrell  
Glenn Terrell - Grantor

Mary Lou Terrell  
Mary Lou Terrell - Grantor

STATE OF OREGON            )  
                                  ) ss. 12-21, 2005  
County of Klamath        )

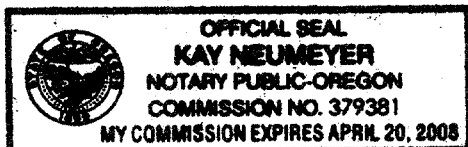
Personally appeared the above-named Edward R. Biggs, and  
acknowledged the foregoing instrument to be his voluntary act and  
deed before me:



Karen A. Baker  
Notary Public for Oregon  
My Commission expires: 9.2009

STATE OF OREGON            )  
                                  ) ss. December 7, 2005  
County of Klamath        )

Personally appeared the above-named Glenn and Mary Lou Terrell, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Kay Neumeyer  
Notary Public for Oregon  
My Commission expires: April 20, 2008

## 2. AGREEMENT FOR EASEMENT

EXHIBIT "A"

Beginning at the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon; thence West along the South line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 10, a distance 586 feet, more or less, to the Southerly boundary line of the Low line Canal of the Malin Irrigation District, as now constructed across said SW $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence Northwesterly along said boundary line of the Canal to its intersection with the West line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section; thence North along said West line a distance 232 feet; more or less, to the North line of the S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 10, thence East along the North line of said S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$  to the East line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 10; thence South along said East line to the point of beginning.

EXHIBIT "B"

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

EXHIBIT "C"

The N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 10, Township 41 South, Range 12  
East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT "D"

