

2007-018867

Klamath County, Oregon

After Recording Return to

Truline  
2333 Summers Lane  
Klamath Falls, OR 97603



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11/05/2007 09:23:41 AM

Fee: \$26.00

## EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Stanley M Petersen and Naomi Janet Petersen, as tenants by the entirety (Grantors), does hereby grant bargain, sell and convey to the Horsefly Irrigation District (Grantee), permanent non-exclusive easement for an irrigation canal and all necessary appurtenances in, into, upon, over, across and under a strip of land described and shown as follows:

### SEE EXHIBIT 'A' ATTACHED HERETO

The Easement Area lies within the real property owned by Grantor that is legally described as follows:

The NW ¼ of the SE ¼ of Section 5, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon

Together with the rights of ingress and egress over Grantor's adjoining lands for the purpose of Grantee's use of this easement.

Grantor retains the right to utilize the Easement Area for any purposes that do not conflict with easement. Although this easement is non-exclusive, Grantor agrees that any other use of the Easement Area or the ingress/egress area permitted by Grantor shall not interfere with Grantee's use of those areas authorized herein. Grantor agrees that buildings will not be permitted within the easement area.

IN CONSIDERATION OF THIS GRANT OF EASEMENT, Grantee agrees to the following:

1. **Indemnification by Grantee**, Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, demands, damages, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings asserted by third parties against Grantor and Grantor's heirs, successors and assigns (Including attorney's fees, costs and expenses) that arise from or out of the Grantee's use of the Easement Area or the Property at any time.

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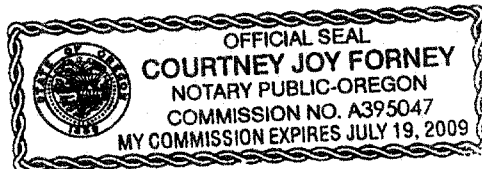
2. **Notice Prior to Entry.** This easement shall include the perpetual right to enter upon the Property at any necessary time, so long as Grantee uses it's best effort to coordinate such access with Grantor so as not to interfere with Grantor's ongoing business.
3. **Restoration of Property.** Upon the completion of Grantee's installation of utilities, or upon completion of grantee's ongoing maintenance or inspection of the utilities that are installed in the Easement Area. Grantee shall restore the Easement Area and the Property to the same condition as existed prior to Grantee's entry into the Easement Area or onto the property

This document shall be binding upon all subsequent purchasers of the Property, the Grantee, and the heirs, successors and assigns, of both.

IN WITNESS WHEREOF, I/we have hereunto set our hands the 2nd day of November, 2007.

Stanley M. Petersen  
Stanley M. Petersen

Naomi Janet Petersen  
Naomi Janet Petersen



State of Oregon  
County of Klamath

This instrument was acknowledged before me this 2nd day of November, 2007 by Stanley M Petersen and Naomi Janet Petersen

Courtney Joy Forney  
Notary Public for State of Oregon

My commission expires July 19, 2009