

MTC 1396-11175

**RETURN TO:**

Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**2013-010707**

**Klamath County, Oregon**

**09/20/2013 12:13:53 PM**

**Fee: \$52.00**

AMERITITLE has recorded this  
Instrument by request as an accommodation only,  
and has not examined it for regularity and sufficiency  
or as to its effect upon the title to any real property  
that may be described therein.

**EASEMENT**

THIS AGREEMENT, made and entered into this 26 day of June, 2013, by and between Ilene Stanfield, Personal Representative of the Estate of Nina Margaret Goode, whose address is P. O. Box 59, Phoenix, OR 97535, hereinafter called Grantor, and Jerry D. Depuy and Josephine G. Depuy, whose address is 13760 Spring Lake Road, Klamath Falls, OR 97603, hereinafter called Grantees:

**W I T N E S S E T H**

WHEREAS, Grantor is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

**Parcel 1:**

A parcel of land situate in the N1/2 SE1/4 of Section 10, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8" pin marking the Northwest corner of the N1/2 N1/2 SE1/4 SE1/4 of said Section 10; thence South 00°12'10" West, 333.48 feet; thence North 89°45'19" East 328.79 feet to the center line of a ditch; thence along said ditch North 07°13'15" East, 44.56 feet; thence continuing along said ditch, North 07°18'08" West, 223.92 feet; thence continuing along said ditch, North 16°34'00" East, 70.04 feet; thence leaving said ditch South 89°45'43" West, 324.72 feet to the point of beginning.

**Parcel 2:**

That portion of the SE1/4 of Section 10, Township 40 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the section corner common to Sections 10, 11, 14 and 15; thence North 00°03'04" East 1,333.2 feet to a point; thence South 89°45'43" West 1,324.87 feet to the true point of beginning; thence South 89°45'43" West 662.44 feet to a point; thence South 00°16'43" West 455.95 feet to a point on the Northerly line of Spring Lake; thence along the Northerly line of Spring Lake North 82°40' East 542.26 feet and South 62°30'

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East 141.23 feet; thence North 00°12'10" East 503.75 feet to the point of beginning.

**Parcel 3:**

A tract of land situated in the SE1/4 of the SE1/4 of Section 10, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of the said SE1/4 of the SE1/4 from which the SE1/16 corner bears North 00°12'10" East 333.48 feet; thence South 00°12'10" West 170.27 feet to Spring Lake (Ryan Sump); thence South 62°30' East, along said Lake 344.31 feet; thence North 07°20'02" East 333.49 feet to the South line of the N1/2 of the N1/2 of the SE1/4 of the SE1/4 of said Section 10; thence South 89°45'19" West 347.38 feet to the point of beginning.

And has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantor, more particularly described as: an easement eight (8) feet wide commencing on the shores of Spring Lake at the location of the irrigation pump, screens and electrical (hereinafter collectively called the ("Pump Station")) and continuing in a northerly direction using the partially buried mainline as a centerline for the easement to the northerly line of the Grantor's property.

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and invitees shall use the easement for irrigation purposes only and may use the easement to access the Pump Station and mainlines in and out of the pump located on the shore of Spring Lake, which is at the beginning of the easement conveyed herein.

2. In consideration of the grant of the easement described above, Grantor shall have non-exclusive use of the Pump Station and mainline without cost to Grantor, for the purposes of irrigating the lands of Grantor described above.

3. Grantees shall maintain the Pump Station, mainline and related mutual use equipment at Grantees' cost and shall reimburse Grantor for any costs and expenses incurred in the maintenance of the Pump Station, mainline and mutual use equipment in the event Grantees fail to do so.

4. Grantees shall pay all personal property taxes on the Pump Station, mainline and related mutual use equipment.

5. Grantors reserve the right to relocate the Pump Station and mainline at any time and in such case shall reconstruct the Pump Station and mainline at such new location in as good or better condition as existed at the prior location. If the Pump Station and mainline 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 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.

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

7. This easement is appurtenant and for the benefit of the real property owned by Grantees and described below in paragraph 10.

8. 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 Grantor and Grantees, their heirs, successors and assigns.

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

10. The following is a description of the Grantees dominant property to which this easement is appurtenant:

SE1/4 NW1/4 SE1/4, Section 10, Township 40 South, Range 9, E.W.M.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 26 day of June, 2013.

ESTATE OF NINA MARGARET GOODE

By

Ilene Stanfield  
Ilene Stanfield  
Personal Representative

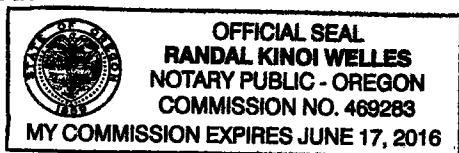
Jerry D. Depuy  
Jerry D. Depuy

Josephine G. Depuy  
Josephine G. Depuy

STATE OF OREGON     )  
                                  ) ss.  
County of Klamath )

Jackson

Personally appeared before me this 26 day of June, 2013, the above-named Ilene Stanfield as Personal Representative of the Estate of Nina Margaret Good, and acknowledged the foregoing instrument to be her voluntary act and deed.



Randal W.  
Notary Public for Oregon

My Commission expires: 6-17-16

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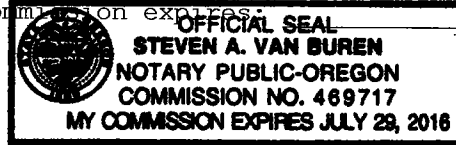
STATE OF OREGON     )  
                              ) ss.  
County of Klamath )

Personally appeared before me this 1st day of ~~June~~ <sup>July</sup>, 2013, the above-named Jerry D. Depuy and acknowledged the foregoing instrument to be his voluntary act and deed.



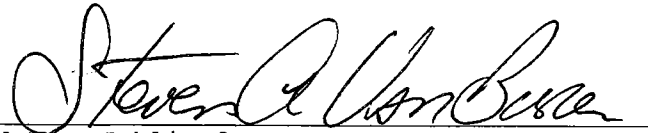
Notary Public for Oregon

My Commission expires: \_\_\_\_\_



STATE OF OREGON     )  
                              ) ss.  
County of Klamath )

Personally appeared before me this 1st day of ~~June~~ <sup>July</sup>, 2013, the above-named Josephine A. Depuy and acknowledged the foregoing instrument to be her voluntary act and deed.



Notary Public for Oregon

My Commission expires: \_\_\_\_\_

