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30 31 THIS AGREEMENT made the day and year hereafter written between AUDREY M.

AGER and CLARICE AGER, husband and wife, and their heirs, devisees, personal representatives, grantees and assigns herein called Ager, and EARL MACK and DOROTHEA MACK, husband and wife, and their heirs, devisees, personal representatives, grantees and assigns herein called Mack,

WITNESSETH:

1.

Ager's own the following described real property, to wit:

Et Nwt and WtNEt of Section 34, Twp. 39 S.R. 9 E.W.M. Klamath County, Oregon

and Mack's own the following described real property, to wit:

NWZSEZ of Section 34 Twp. 39 S.R. 9 E.W.M., Klamath County, Oregon

Mack owns a private drain constructed upon his said premises which drains water from his said premises into the United States of America's 3 E Drain.

2.

Ager wishes to extend said private drain of Mack's some 2,000 feet Northerly upon their said premises so that said Mack Drain will also drain water from Ager's said premises into the United State's said 3 E Drain.

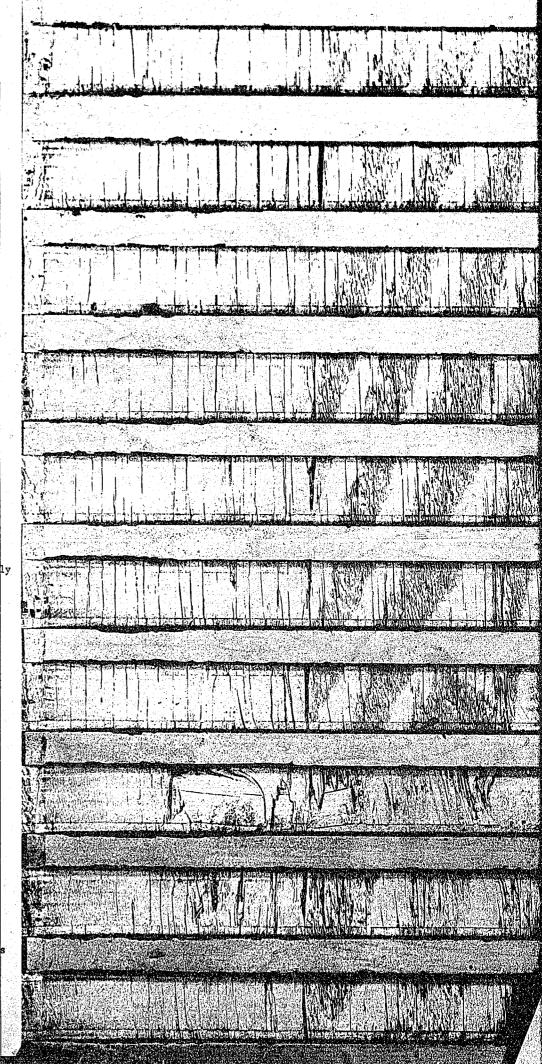
3.

Macks are willing to grant such an Easement to Agers if Agers will construct said extended drain at their own expense, will hereafter pay one half of the cost of cleaning, maintenance, improvement and repair of the Mack Drain and will indemnify and hold Macks harmless from any and all claims, liability, injury or damages including seepage, leakage or flooding arising, resulting or occurring from the extension of said Mack Drain and the drainage of water from Ager's said premises into and through it including, but not limited to, any arising or resulting from natural drainage and run off into the Mack Drain.

NOW THEREFORE, In consideration of the premises Macks do hereby give, grant and convey unto Agers a non-exclusive but perpetual easement to extend the Mack Drain into and upon Ager's said premises and to drain water from Ager's premises into the United State's 3 E Drain through the Mack Drain and Ager's

GANDNG, BORDON G SIBEMORE ATTORNEYS AT LAW 538 MAIN STREET KLAMATH FALLS, ORE, 97601

Agreement - Page 1.



covenant that they will construct such extension at their own expense; that they will hereafter pay one-half of the cost of clearing, maintaining, improving and repairingsaid Mack drain and that they will indemnify and hold Mack's harmless from any and all claims, liability, injury or damages including scepage, leakage or flooding arising, resulting or occuring from the extension of said Mack Drain and the drainage of water from Ager's said premises through it including, but not limited to, any arising or resulting from natural drainage and run off from Ager's said premises into the Mack Drain. It is mutually covenanted that the foregoing easement and covenants shall forever run with and be appurtenant to the land.

IN WITNESS WHEREOF the parties have executed this Agreement this 3 day of 4777, 1972.

Llance ager Dorather Wack

STATE OF OREGON)

SS. APPA 25 1972.

Personally appeared the above named Audrey M. Ager and Clarice Ager, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission Expires: Quil 11, 1973

STATE OF OREGON)
SS. July
County of Klamath)

Personally appeared the above named Earl Mack and Dorothea Mack, husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon
My Commission Expires (1), 1973

STATE OF OREGON; COUNTY OF KLAMATH; 88.

Filed for record at request of GANONG GORDON & SISEMORE

this 2nd day of AUGUST A. D., 1972 at 1;59 o'clock P.M., and duly recorded in Vol. M.72 of DEEDS on Page 8541

FFE \$4.00

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WM. D. MILNE. County Clerk

By Hazel Dragel

