

AGREEMENT FOR EASEMENTPARTIES

The parties to this Agreement for Easement are CLARA MEGGINSON, hereafter referred to as "Grantor"; and LEROY NAUMAN and TANYA NAUMAN, husband and wife, hereafter referred to as "Grantees".

RECITALS

1. Grantor is the owner in fee simple absolute of the following described real property, hereafter referred to as the "servient estate";

All that portion of the SE 1/4 of the SE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point which lies North 0 degrees 06' West a distance of 165.0 feet and South 89 degrees 55' West a distance of 100.0 feet from the iron pin which marks the Southeast corner of the Southeast quarter of said Section 9; thence continuing South 89 degrees 55' West, parallel with the South line of said Southeast quarter, a distance of 560.00 feet, more or less, to the West line of the said SE 1/4 SE 1/4 SE 1/4; thence North 0 degrees 06' West, parallel with the East line of the said Southeast quarter, a distance of 215.0 feet to a point; thence North 89 degrees 55' East, parallel with the South line of said Southeast quarter, to the Southeasterly right of way line of the Great Northern Railway; thence Southeasterly, along said right-of-way line, to a line which is parallel to and 100 feet distant Westerly from the East line of said Southeast quarter; thence South 0 degrees 06' East, parallel with said East line, a distance of 24.74 feet, more or less, to the point of beginning;

EXCEPTING from this description ditch right-of-way 20 feet wide deeded to the United States.

EXCEPTING THEREFROM that portion Quitclaimed to the United States of America by deed recorded in Book 28 at page 255, Deed Records of Klamath County, Oregon.

CODE 172 MAP 3909-9DO TL/KEY #539992

2. Grantees are the owners in fee simple absolute of real property appurtenant to the servient estate, hereafter referred to as the "dominant estate", and described as follows:

All that portion of the E 1/2 SE 1/4 SE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, state of Oregon, which lies Southwesterly from the Southwesterly right-of-way line of the Great Northern Railway Company, as described in deed from Cabler and King to the Great Northern Railway Company, recorded in Book 95 at Page 231, Deed Records of Klamath County, Oregon, and which lies North of the North line of the property deeded to Fred Phelps by deed recorded in Book 164 at Page 430, Deed Records, which said North line runs East and West and 345 feet North of the South line of said SE 1/4 SE 1/4.

EXCEPTING FROM this description ditch right-of-way 20 feet wide deeded to the United States.

EXCEPTING THEREFROM that portion deeded to Great Northern Railway recorded September 19, 1960 in Book 324 at Page 173, Deed Records.

3. Grantor for the consideration herein stated desires to grant to Grantees a perpetual, exclusive and appurtenant easement in favor of Grantees across the servient estate for the purposes and under the terms stated in this Agreement for Easement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, the parties enter into the following:

AGREEMENTS

1. The parties agree to and incorporate by reference the "recitals" set forth above.

2. Grantor, having the unrestricted right to grant the easement described herein across the servient estate and in favor of the dominant estate set forth above, and being seized in fee simple absolute of the servient estate, does hereby irrevocably transfer, give, grant, assign, convey and set over to Grantees a perpetual, exclusive easement appurtenant in favor of and benefiting the dominant estate and burdening the servient estate, to run with the land, for the purposes of;

a. Grantees' ingress and egress to and from the dominant estate, including without limitation the right of Grantees to construct, maintain and repair an easement area sufficient for ingress and egress of any vehicles across the servient estate and to the dominant estate, and further including without limitation rights to

the air above and the ground below such easement to a reasonable height or depth, as the case may be, necessary to construct, maintain or repair such rights of ingress and egress, whether for residential or commercial purposes; and

b. A perpetual, exclusive easement appurtenant for Grantees' reasonable domestic water uses, including without limitation the right to ingress and egress across the servient estate and to the dominant estate for the purposes of construction, maintenance or repair of any pipes, facilities or other structures or equipment, regardless of description, reasonably necessary to install, construct, maintain or otherwise acquire a continuous domestic water supply for and benefiting the dominant estate, and burdening the servient estate, including without limitation rights to the air above and the ground below the servient estate;

and further including with regard to both grants of easement the right from time to time, except as provided to the contrary herein, to cut, trim and remove trees, brush, overhanging branches and any other obstructions on, above or under the land described as the servient estate, which shall be necessary for Grantees' reasonable use, enjoyment, operation and maintenance of the easements hereby granted, and all rights and privileges incident thereto.

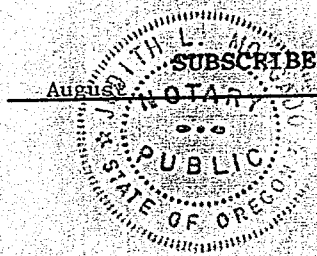
3. The grants of easement contained herein are appurtenant and not in gross, and shall run with the land as to all property burdened and benefited by such easements, and shall not be affected by any division or partition of either the dominant or servient estates. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit, as applicable, both Grantor's and Grantees' heirs, successors-in-interest, assigns, lessees, mortgagees or beneficiaries under any deed of trust.

4. The true and actual consideration for this transfer, stated in terms of dollars is \$1.00. However, the actual consideration consists of other value given or promised, receipt of which is hereby acknowledged, which is a part of the consideration.

DATED this 21st day of August 1989.

Clara Megginson
Clara Megginson, Grantor

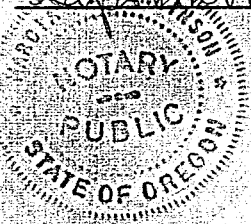
SUBSCRIBED AND SWORN to before me this 21st day of August, 1989.



Judith L. Morgado
Notary Public for Oregon
My commission expires: 8-31-91

Leroy Nauman
Leroy Nauman, Grantee

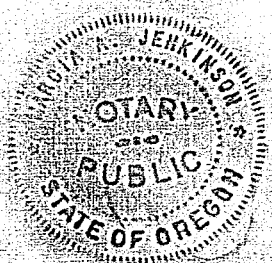
September SUBSCRIBED AND SWORN to before me this 21st day of
September, 1989.



Marcia A. Jenkins
Notary Public for Oregon
My commission expires: 12-13-92

Tanya Nauman
Tanya Nauman, Grantee

September SUBSCRIBED AND SWORN to before me this 21st day of
September, 1989.



Marcia A. Jenkins
Notary Public for Oregon
My commission expires: 12-13-92

Return: Jeffrey H. Boiler
1244 Walnut St. #A
Eugene, Or. 97403

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Jeffrey H. Boiler
on this 25th day of Oct. A.D., 19 89
at 12:32 o'clock P.M. and duly recorded
in Vol. M89 of Deeds Page 20449.
Evelyn Biehn County Clerk
By Pauline Mullendore
Deputy.

Fee, \$23.00