

AGREEMENT FOR EASEMENT

This Agreement, Made and entered into this 22nd of January, 1990 by and between Robert Cheyne and Helen Cheyne, hereinafter called first parties, and Enterprise Irrigation District, hereinafter called second parties

Whereas: The first party is the record owner of the property and has the unrestricted right to grant the easement hereinafter described relative to said real estate:

Now, Therefore, in view of the premises and in consideration other than money by the second party to the first party, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

A drain ditch easement or right of way, said easement situated in the East one half of the Northeast quarter of Section 7 Township 39 S. R. 10 E.W.M., in Klamath County, Oregon, said strip of land being 7½ feet West of and 7½ feet East of, and measured at right angles to, the following described centerline:

Beginning at a point on the North line of said Section 7, said point being easterly a distance of 795 feet, more or less, from the Northwest corner of the NE¼NE¼ of said Sec. 7, said point being 7½ feet easterly of the northerly extension of the Pacific Power and Light Company pole line that runs northerly across the property of Dr. W. F. Dean from the Klamath Falls-Lakeview Highway, thence southerly 7½ feet easterly of and parallel to said pole line for a distance of 718 feet to the terminus thereof,

It is understood and agreed that in case the grantee should inadvertently or otherwise overflow the land of the grantees and such overflow should damage the land or crops for the grantors the grantors shall immediately notify the district of such damage and the District shall take immediate steps to prevent such overflow or seepage, as the case may be, and in case the grantors shall have suffered damage arising from such overflow or seepage the amount of damages shall be submitted to a board of arbitration consisting of three disinterested persons, one to be selected by the grantors one of the grantee and one to be selected by the two already selected and these three shall be known as a board of arbitration. They shall ascertain the amount of damages, if any, and shall certify their findings to the grantee or its board of directors and the board shall pay such sum or sums at its next meeting. It is further agreed that this method of arbitration shall be the sole remedy of the parties hereto.

The second party shall have all rights of ingress and egress to and from said real estate necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of perpetuity.

This easement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In Witness Whereof, the parties hereto have subscribed this instrument on this the day and year first hereinabove written.

Robert Cheyne
Robert Cheyne

Helen Cheyne
Helen Cheyne

Enterprise Irrigation District

BY: [Signature]

for Enterprise Irrigation Dist

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 22 day of January, 1990,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Robert Cheyne and Helen C. Cheyne and Don Russell for
Enterprise Irrigation District

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

TRUDIE DURANT
NOTARY PUBLIC - OREGON

My Commission Expires

Trudie Durant
Notary Public for Oregon,
My Commission expires 9/30/93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 23rd day
of Jan. A.D., 19 90 at 9:37 o'clock A.M., and duly recorded in Vol. M90,
of Deeds on Page 1525.
Evelyn Biehn County Clerk
By *Pauline Mulinsere*

FEE \$33.00

Ret: KCTC