

THIS AGREEMENT, Made and entered into this day of December, 1996 by and between Donald Whitaker and Rosemary Whitaker, husband and wife, hereinafter called the first party, and Enterprise Irrigation District, hereinafter called the second party; WITNESSETH: WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to wit:

Parcel 2 of Minor Land Partition 46-91 and Parcels 2 and 3 of Land Partition 10-95, situated in the SW1/4 of the SW1/4 of Section 1, Township 39 South, Range 9, E.W.M., Klamath County, Oregon, and being a portion of Lots 18 and 19 of HOMELAND TRACTS NO. 2

and has the unrestricted right to grant the easement hereinafter described relative to the real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, 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 an easement ten (10) feet in width for irrigation easement the centerline which is more particularly described in Exhibit "A" and made a part hereof. See the attached Exhibit "B" for a map of the easement made a part hereof.

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut trim and remove trees, brush, overhanging branches and other obstructions) 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, always subject, however, to the following specific conditions, restrictions and considerations:

During the existences of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): the first party.

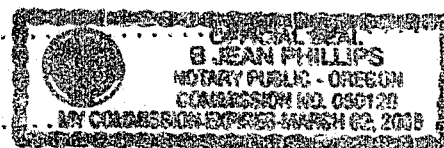
During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

This agreement 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.

In constructing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

*Donald S. Whitaker*  
*Rosemary Whitaker*



Return to The Whitakers  
5835 Delaware  
Ti. Falls Oregon  
97603

STATE OF OREGON,  
County of Klamath

This instrument was acknowledged before me on December 10,  
1996 by Donald S. Whitaker and

Rosemary Whitaker  
Notary Public for Oregon  
My commission expires 3-2-2003

*B. Jean Phillips*



**TRUSURVEYING, INC. LINE**

TELEPHONE (541) 884-3881  
2333 SUMMERS LANE • KLANATH FALLS, OREGON 97603

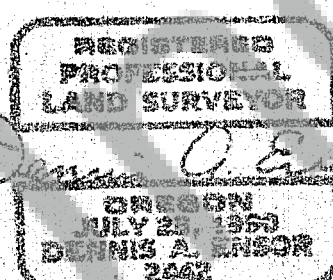
OCTOBER 22, 1996

**LEGAL DESCRIPTION FOR 10 FOOT WIDE IRRIGATION EASEMENT  
TO ENTERPRISE IRRIGATION DISTRICT**

A 10 FOOT WIDE STRIP OF LAND IN PARCEL 2 OF "MINOR LAND PARTITION 46-91" AND PARCELS 2 AND 3 OF "LAND PARTITION 10-95". THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID PARCEL 2 OF "MINOR LAND PARTITION 46-91", FROM WHICH THE SOUTHEAST CORNER OF SAID PARCEL 2 BEARS  $S00^{\circ}03'17''E$  5.00 FEET; THENCE  $S89^{\circ}56'43''W$ , PARALLEL TO THE SOUTH LINE OF SAID PARCEL 2, 62.00 FEET; THENCE  $N80^{\circ}51'46''W$  37.56 FEET TO A POINT ON THE LINE COMMON TO SAID PARCEL 2 OF "MINOR LAND PARTITION 46-91" AND PARCEL 3 OF "LAND PARTITION 10-95", FROM WHICH THE EASTERLY CORNER COMMON TO PARCELS 2 AND 3 OF "LAND PARTITION 10-95" BEARS  $N00^{\circ}03'17''W$  2.00 FEET; THENCE  $N85^{\circ}47'55''W$  28.08 FEET TO A POINT ON THE LINE COMMON TO SAID PARCELS 2 AND 3 OF "LAND PARTITION 10-95"; THENCE  $N80^{\circ}25'32''W$  73.03 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL 2 OF "LAND PARTITION 10-95", FROM WHICH THE WESTERLY CORNER COMMON TO SAID PARCELS 2 AND 3 OF "LAND PARTITION 10-95" BEARS  $S00^{\circ}03'17''E$  12.00 FEET.

*Dennis A. Ensor*  
DENNIS A. ENSOR OLS 2442



EXPIRES 12/31/97



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT OF LAND PARTITION 10-85, AS SUBMITTED, PARTITIONED AND PLATTED.

*Bernetha G. Letsch*  
COUNTY CLERK

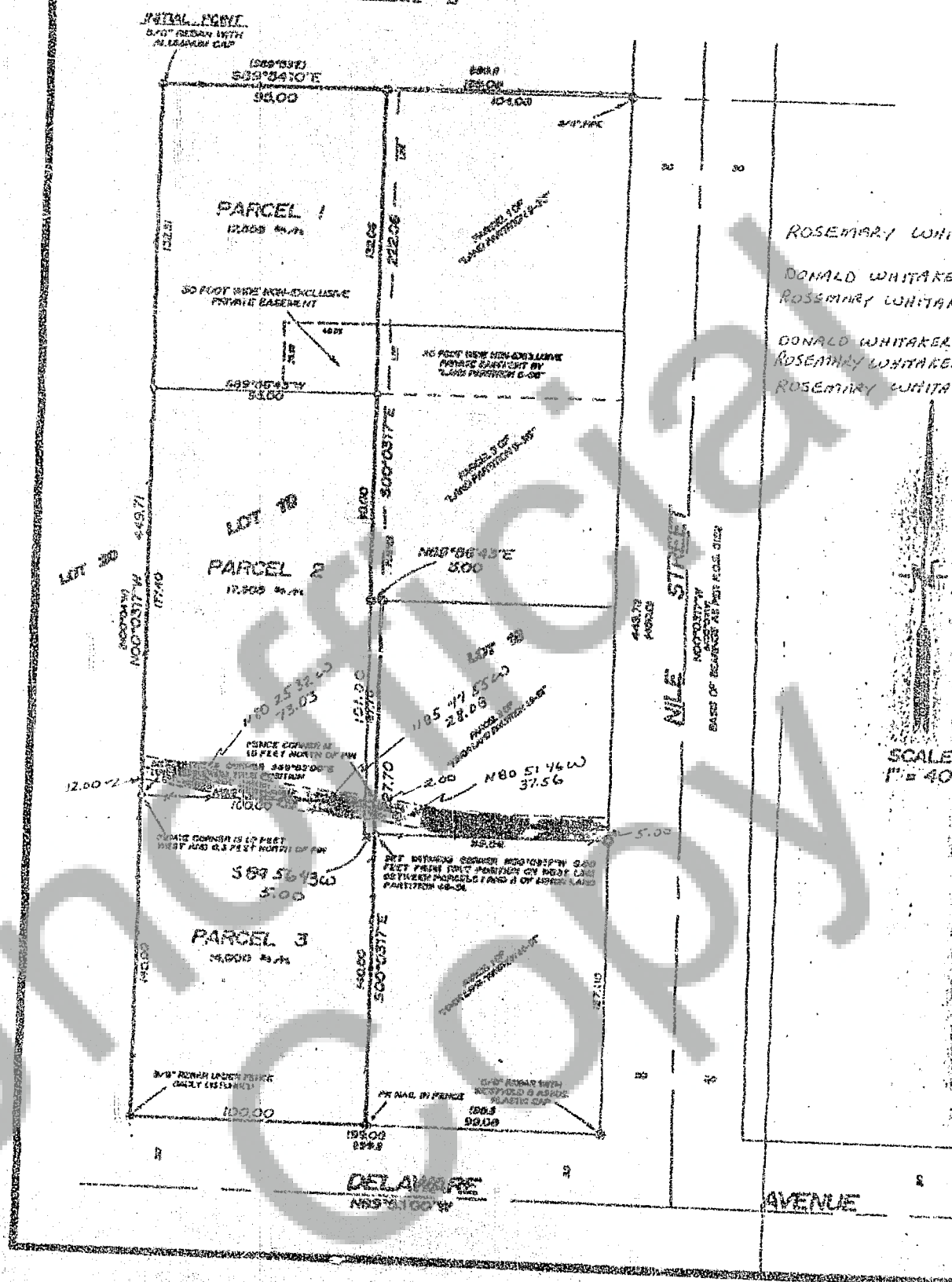
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAT OF LAND PARTITION 10-85, AS FILED WITH THE OFFICE.

*Bernetha G. Letsch*  
COUNTY CLERK

38489 NARRATIVE

LAND PARTITION 10-85 WAS SURVEYED UNDER CONDITIONS OF APPROVAL. INSTRUMENTS FOUND IN SURVEYS 1274 AND 1183 AND THE SURVEY OF 9-85 WERE USED AS CONTROL TO ADJUST PARTITION AS SHOWN ON THE ANNEXED PLAT.

EXHIBIT "B"



STATE OF OREGON: COUNTY OF KLAMATH: 58.

Filed for record at request of Amerititle the 10th day  
of December A.D. 19 96 at 2:45 o'clock P.M., and duly recorded in Vol. M96  
of Deeds on Page 38489

FEE \$20.00

Bernetha G. Letsch, County Clerk

By *Kathleen Rose*