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AGREEMENT FOR EASEMENT

GRANTOR NAME	Dorothy M. Buchanan
GRANTOR ADDRESS	13851 Algoma Road, Klamath Falls, Oregon 97601
GRANTEE NAME	Loren Little and Laura Little
GRANTEE ADDRESS	28888 Hwy 97 North, Chiloquin, Oregon 97624
AFTER RECORDING RETURN TO	Neal G. Buchanan, 435 Oak Avenue, Klamath Falls, OR 97601

AGREEMENT FOR EASEMENT

'98 MAY -5 AM 11:24

THIS AGREEMENT made and entered into this 29th day of April, 1998, by and between DOROTHY M. BUCHANAN, hereinafter called the FIRST PARTY; and LOREN LITTLE and LAURA LITTLE, Husband and Wife, hereinafter called the SECOND PARTY;

W I T N E S S E T H:

WHEREAS: The FIRST PARTY is the record owner of certain real estate located in Klamath County, State of Oregon, legally described as follows, to-wit:

> Lot 5 and a portion of Lot 4 of Section 4, T36S, Range 7 East of the Willamette Meridian, Klamath County, Oregon;

NOW, THEREFORE, in view of the premises and in consideration of valuable consideration by the SECOND PARTY to the FIRST PARTY paid, the receipt of which is hereby 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, providing for the continued use and maintenance of an existing irrigation ditch running over and across that certain parcel of land located in Klamath County, State of Oregon, and legally described as follows, to-wit:

> A perpetual, nonexclusive easement 20 feet in width providing for the continued use and maintenance of the existing irrigation ditch providing for the delivery of irrigation water from the Modoc Point Irrigation District C-1 Lateral over and across First Party's real property; such irrigation ditch commencing at the C-1 Lateral located on Lot 5, Section 4, T36S, R7EWM, Klamath County, Oregon; thence proceeding in a generally easterly direction over and across the said Lot 5 and a portion of Lot 6, all in Section 4, T36S, R7EWM, Klamath County, Oregon

Said easement to be appurtenant to each and every portion of the following described property, to-wit:

> A tract of land situated in Government Lots 3, 6 and 11 of Section 4, T36S, R7EWM, Klamath County, Oregon, being more particularly described as follows:
>
> All that portion of said Government Lots 3, 6 and 11 of Section 4 lying east of the following described line:
>
> Beginning at a point of the north line of said Government Lot 3, from which the northwest corner of said Section 4 bears N89° 37'01"W 1649.03 feet; thence S09 21'04"E 2344 feet, more or less, to a point on the South line of said Government Lot 11, with bearings based on Record of Survey #5006 on file at the Office

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of the Klamath County Surveyor

The SECOND PARTY shall have personal rights of ingress and egress to and from the said 620 foot easement, (including the right from time to time to cut, trim and remove trees, brush, overhanging branches or 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 use by SECOND PARTY of the rights herein granted.

If suit or action is commenced to enforce this Agreement or any portion thereof, the prevailing party or parties shall be entitled to reasonable attorney's fees to be fixed by the Circuit Court having jurisdiction over the matter, or by an appropriate Court in the event of an appeal therefrom.

The rights and liabilities created by this Agreement shall run with the land, and in the event that any party sells the land subject to the within easement, the purchaser shall be bound by this agreement. 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 as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument effective the day and year first above written.

FIRST PARTY

Dorothy M. Buchanan
DOROTHY M. BUCHANAN

SECOND PARTY

Loren Little
LOREN LITTLE

Laura Little
LAURA LITTLE

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named LOREN LITTLE and LAURA LITTLE, Husband and Wife, and acknowledged the foregoing instrument as their voluntary act and deed.

Before me:

OFFICIAL SEAL
KRISTI L. REDD
NOTARY PUBLIC - OREGON
COMMISSION NO. 048516
MY COMMISSION EXPIRES NOV. 16, 1999

Kristi L. Redd
NOTARY PUBLIC FOR OREGON

STATE OF OREGON/County of Klamath) ss.

Personally appeared the above-named DOROTHY M. BUCHANAN, and acknowledged the foregoing instrument as her voluntary act and deed.

Before me:

Kristi L. Redd
NOTARY PUBLIC FOR OREGON

OFFICIAL SEAL
KRISTI L. REDD
NOTARY PUBLIC - OREGON
COMMISSION NO. 048516
MY COMMISSION EXPIRES NOV. 16, 1999

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 5th day of May A.D., 19 98 at 11:24 o'clock A. M., and duly recorded in Vol. M98, of Deeds on Page 15023.

Bernetha G. Letsch, County Clerk

FEE $40.00

By Kathleen Ross