

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

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:

That part of Lot 12, Section 4, Township 36 South, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 12, Section 4, Township 36 South, Range 7 EWM in Oregon; thence North along the West line of said Lot 12, 361.5 feet; thence East 361.5 feet; thence South 361.5 feet; thence West along the South line of said Lot 12, 361.5 feet to the place of beginning.

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 utility easement, providing for the installation and maintenance of an electrical power line, 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 utility easement providing for the installation and maintenance of an electrical power line, over or under the Southerly 10 feet of that part of Lot 12, Section 4, Township 36 South, Range 7 East of the Willamette Meridian, described as follows:

Beginning at the Southwest corner of Lot 12, Section 4, Township 36 South, Range 7 EWM in Oregon; thence North along the West line of said Lot 12, 361.5 feet; thence East 361.5 feet; thence South 361.5 feet; thence West along the South line of said Lot 12, 361.5 feet to the place of beginning.

Said easement to be appurtenant to each and every portion of Second Party's following described property, to-wit:

PARCEL 1:

Government Lot 10, Section 4, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

A tract of land situated in the North one-half of Government

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Lots 13 and 14, Section 4, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being all of the North one-half of said Government Lots 13 and 14, EXCEPTING the following described tract of land:

Beginning at the Northwest corner of said Government Lot 13 as marked by a fence corner, said point being 84 feet East of the centerline of State Highway No. 427; thence Easterly along the North line of said Government Lot 13 a distance of 384 feet, more or less, thence leaving said North line and following an existing fence line; South 08 degrees West 154 feet; South 24 degrees East 123 feet and South 08 degrees East 80 feet, more or less, to the South line of the North one-half of said Government Lot 13; thence Westerly along said line 378.7 feet more or less, to the Southwest corner of the North one-half of said Lot 13; thence Northerly along the West line of said Government Lot 13 to the point of beginning.

PARCEL 3:

Government Lot 15, Section 4, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

The SECOND PARTY shall have personal rights of ingress and egress to and from the said ten foot easement, (including the right from time to time 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 described real property.

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

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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

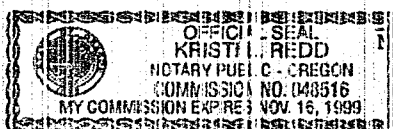
SECOND PARTY

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:

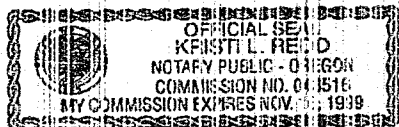


Kristin L. Redd
NOTARY PUBLIC FOR OREGON

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:



Kristin L. Redd
NOTARY PUBLIC FOR OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Americ Little the 5th day
of May A.D., 19 98 at 11:24 o'clock A.M., and duly recorded in Vol. 898
of Deeds on Page 15026

FEE \$40.00

By Bernice G. Leach, County Clerk