

AMERITITLE has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

MTC 1306-4427
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 25th day of September, 1998, by and between Enterprise Irrigation District, hereinafter called the first party, and American Exchange Services, Inc., as qualified intermediary for Thomas A. Burns, Exchanger, their successor and/or assigns 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:

See Attached Exhibit "A"

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 A drainage easement further described to wit:

See attached Exhibit "B"

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; XX the second party; both parties, share and share alike; both parties, with the first party being responsible for % and the second party being responsible for %. (If the last alternative is selected, the percentages allowed to each party should total 100.)

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.

Enterprise Irrigation District

William C. Essig, Jr.
Sally A. Egerton
William C. Essig, Jr. President
first party

Cindi Poling
American Exchange Services, Inc.,
as Qualified Intermediary for
Thomas A. Burns. Exchanger

second party

STATE OF OREGON,

County of Klamath

This instrument was acknowledged

before me on Sept. 25 1998

by William C. Essig, Jr.
as President of Enterprise
Irrigation District

Marion Grantham
Notary Public for Oregon

My commission expires 1/22/01



STATE OF OREGON,

County of Jackson

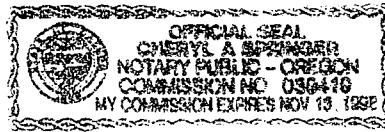
This instrument was acknowledged

before me on Oct. 2 1998

by Cindi Poling, Assistant
Secretary to American
Exchange Services

Cheryl A. Springer
Notary Public for Oregon

My commission expires 11-13-98



ok to American Exchange Ser. signature

Thomas A. Burns 7/25/98

EXHIBIT A
LEGAL DESCRIPTION

That portion of the following described tract of land lying within the SE1/4 of the NE1/4:

A tract of land situated in the S1/2 of the NE1/4 of Section 13, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the most Southwesterly corner of Parcel 2 of "Minor Land Partition 44-91," from which the 1/4 corner common to Section 12 and said Section 13 bears North 27 degrees 31' 04" West 1722.42 feet; thence along the boundary of said Parcel 2, North 35 degrees 00' 09" East 213.04 feet, North 89 degrees 42' 49" West 240.00 feet and North 42 degrees 54' 50" West 34.30 feet to a point on the North line of the easement as described in deed Volume 291, page 438 of the Klamath County Deed Records; thence South 89 degrees 42' 49" East, along said North line 670.27 feet to a point on the East line of the W1/2 of the NE1/4 of said Section 13; thence North 00 degrees 18' 23" East 4.51 feet to the NE 1/16 corner of said Section 13; thence South 89 degrees 56' 54" East, along the North line of the SE1/4 of the NE1/4 of said Section 13, 356.08 feet to a point on the Northerly line of that tract of land described in Deed Volume 308, page 618; thence South 72 degrees 58' 03" West, along said Northerly line, 516.80 feet; thence along the boundary of said Parcel 2, North 75 degrees 46' 50" West 128.10 feet and South 72 degrees 58' 03" West 279.15 feet to the point of beginning.

TRU SURVEYING, INC. LINE

TELEPHONE (541) 884-3391
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

EXHIBIT

AUGUST 15, 1998

B

LEGAL DESCRIPTION OF DRAINAGE EASEMENT

A 16 FOOT WIDE DRAINAGE EASEMENT SITUATED IN THE NE1/4 NE1/4 AND S1/2 NE1/4 OF SECTION 13, T39S, R9EWM, KLAMATH COUNTY, OREGON, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWEST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME 308 PAGE 618 OF THE KLAMATH COUNTY DEED RECORDS, FROM WHICH THE NORTHEAST 1/16 CORNER OF SAID SECTION 13 BEARS S72°58'03"W 27.87 FEET AND N89°56'54"W 356.08 FEET; THENCE S38°13'35"E 8.58 FEET; THENCE S72°58'03"W 32.17 FEET; THENCE N89°56'54"W 349.32 FEET; THENCE S06°18'23"W 4.54 FEET; THENCE N89°42'49"W 405 FEET, MORE OR LESS, TO AN OPEN DRAINAGE DITCH, WITH BEARINGS BASED ON RECORD OF SURVEY #5554 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

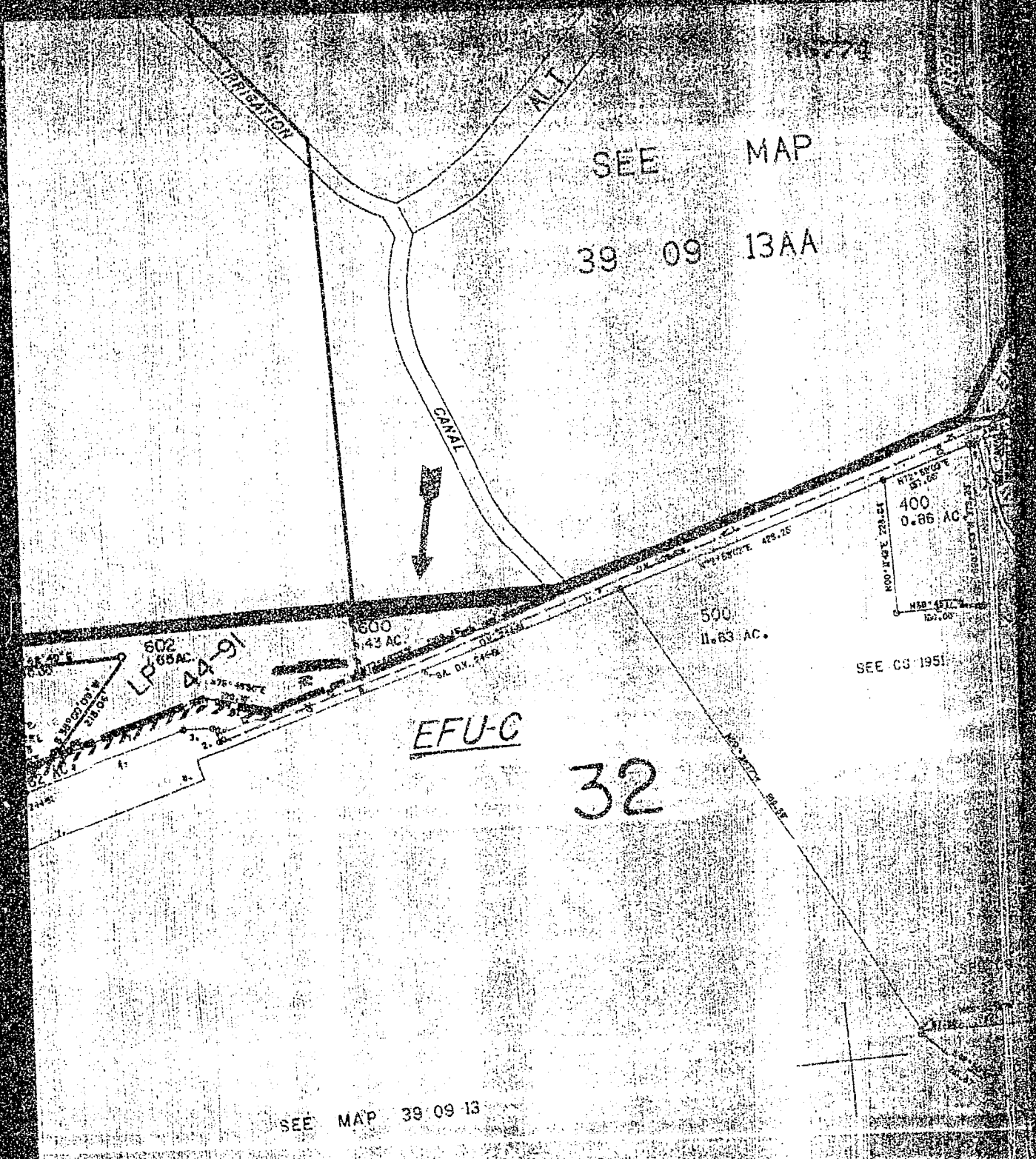
Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/31/99



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 6th day
of October A.D. 19 98 at 3:32 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 36770

FEE \$50.00

By Bernetha G. Jetch, County Clerk
Kathleen Koss