

AMERITLE, 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 1396-9427  
AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 28th day of September, 1998, by and between William B. Bratton and Sally A. Bratton, 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.

William B. Bratton  
William B. Bratton

Sally A. Bratton  
Sally A. Bratton

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 September 28, 1998

by William B. Bratton

Sally A. Bratton

Kirsten Jensen  
Notary Public for Oregon

My commission expires 4/8/02



STATE OF OREGON,

County of Jackson

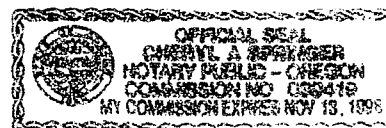
This instrument was acknowledged

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 Nov. 13, 1998



Ok for signature by them, Exchange Ser.

Thomas A. Burns

**EXHIBIT "A" LEGAL DESCRIPTION**

A tract of land situated in the NE1/4 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 a point on the West line of said NE1/4 NE1/4 and on the Southwesterly boundary of Tract 1085 Country Green, a duly recorded subdivision, and being South 00 degrees 18' 23" West 509.25 feet from the Northwest corner of said NE1/4 NE1/4; thence South 00 degrees 18' 23" West 817.30 feet to the NE1/16 corner of said Section 13; thence along the South line of said NE1/4 NE1/4, South 89 degrees 56' 54" East 356.07 feet to the Southerly line of that tract of land described in Volume M87, page 10,229 Exhibit "A" of the Klamath County Deed Records; thence North 72 degrees 58' 03" East along said line, 19.30 feet to a point 15 feet Easterly when measured at right angles from the centerline of the Enterprise Irrigation District Ditch; thence Northerly parallel to said ditch North 38 degrees 13' 35" West 134.69 feet, along the arc of a curve to the right (radius = 285.00 feet, central angle = 17 degrees 21' 40") 86.36 feet, North 20 degrees 51' 55" West 224.49 feet, along the arc of a curve to the right (radius = 335.00 feet, central angle = 37 degrees 46' 05") 220.82 feet, North 16 degrees 54' 10" East 27.02 feet to the most Southerly point of said Tract 1085 Country Green along said subdivision North 23 degrees 24' 16" West 60.00 feet, North 63 degrees 42' 42" West 19.53 feet, along the arc of a curve to the right (radius = 249.23 feet, central angle = 24 degrees 11' 35") 125.24 feet and North 39 degrees 31' 07" West 65.34 feet to the point of beginning, with bearings based on said Tract 1085 Country Green.

LESS AND EXCEPT that portion lying within the Enterprise Irrigation District ditch.

**TRU SURVEYING, INC./LINE**

TELEPHONE (541) 884-3921  
2330 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

EXHIBIT

B

AUGUST 15, 1998

**LEGAL DESCRIPTION OF DRAINAGE EASEMENT**

A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M93 PAGE 33,249 OF THE KLAMATH COUNTY DEED RECORDS, SITUATED IN THE NE1/4 NE1/4 OF SECTION 13, T39S, R9EWN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

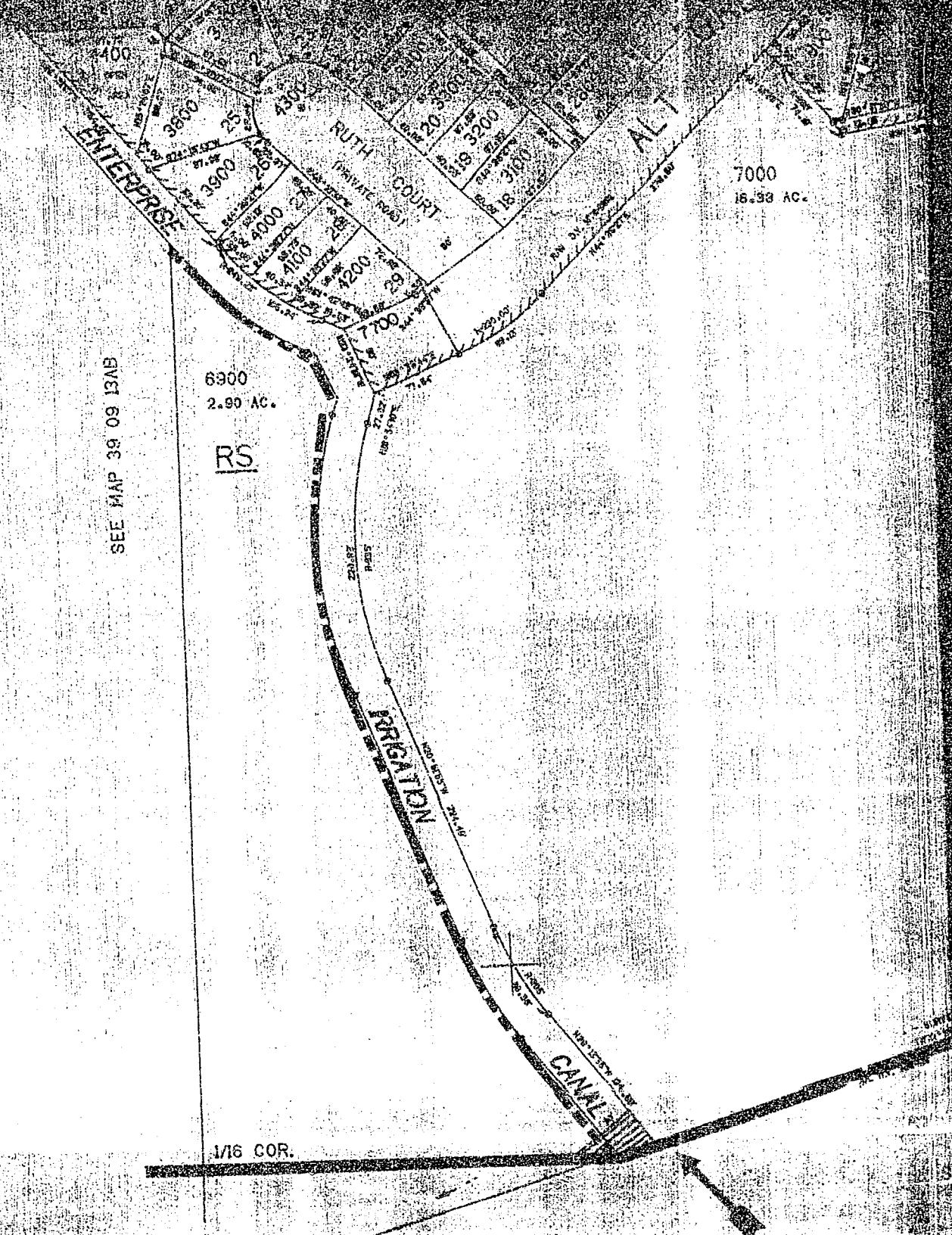
BEGINNING AT A POINT ON THE NORTHEAST LINE OF SAID DEED VOLUME, FROM WHICH THE NORTHEAST 1/16 CORNER OF SAID SECTION 13 BEARS S84°38'21"W 357.55 FEET; THENCE, ALONG THE LINES OF SAID DEED VOLUME, S38°13'35"E 30.00 FEET, S72°58'03"W 37.17 FEET AND N89°56'54"W 37.17 FEET; THENCE, LEAVING THE LINES OF SAID DEED VOLUME, N51°46'25"E 47.16 FEET TO THE POINT OF BEGINNING, CONTAINING 813 SQUARE FEET 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 36775

FEE \$50.00

By Bernetha G. Letsch, County Clerk  
Kathleen Brown