

ASSIGNMENT OF AGREEMENT FOR EASEMENT

KNOW ALL MEN by these presents that THOMAS A. BURNS was hereby granted an AGREEMENT FOR EASEMENT recorded in Volume M98 at Pages 36770 and 36775 Microfilm Records of Klamath County, Oregon for the Benefit of the real property described in the Exhibit "A" attached hereto and made a part hereof.

Thomas A. Burns hereby assigns said Agreement for Easements to KLAMATH COUNTY DRAINAGE SERVICE for the benefits accruing to the said Thomas A. Burns and KLAMATH COUNTY DRAINAGE SERVICE by the approval of a subdivision titled TRACT 1288, SAGE MEADOW.

The parties desire to assign these easements to benefit the real property described in Exhibit "A" and made a part hereof.

Said "Agreement for Easements" are attached hereto and made a part hereof.

All terms of the original "AGREEMENT FOR EASEMENT" shall remain in full force and effect. This assignment shall bind and inure to the benefit of the immediate parties and their heirs, successors and assigns in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the _____, of April, 1999.

By-

Thomas A. Burns

By-

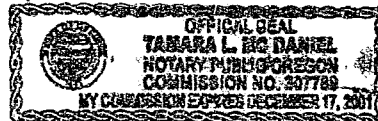
SRS Strickland
Klamath County Drainage Service DistrictState of Oregon
County of Klamath

This instrument was acknowledged before me on the _____
Thomas A. Burns as his voluntary act and deed.

21st

of April, 1999 by

Samara L. McDaniel
Notary Public for Oregon

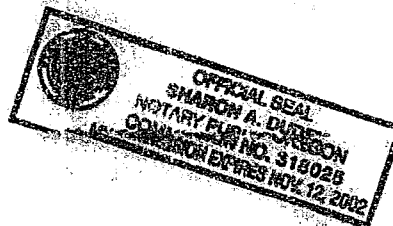
My Commission Expires 12-17-01State of Oregon
County of Klamath

This instrument was acknowledged before me on this _____
by S.R. Strickland for Klamath County Drainage Service as their voluntary
act and deed.

21st

of April, 1999

After Recording return to:
Klamath County
Public Works Department
attn: Francis Roberts
305 Main Street
Klamath Falls, Oregon 97601

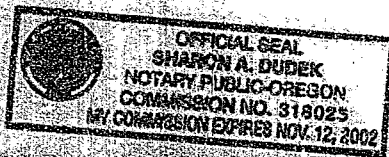


State of Oregon)

S.S.

County of Klamath)

On this 21st day of April, 1999,
before me personally appeared S.R. Strickland,
personally known to me to be the person(s) whose name(s) is (are)
subscribed to this instrument, and acknowledged that he (she)
(they) executed the same.



Sharon A. Dudek
Notary Public
My Commission Expires on 11/12/02

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, 356.03 feet to a point on the Northerly line of that tract of land described in Deed Volume 308, page 518; 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) 964-3591
2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

14730

EXHIBIT

B

AUGUST 15, 1998

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 398 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 S00°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 #5556 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

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

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 23, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/31/99

AVENUE: has provided this
insurance policy as an accommodation only,
and has not extended to the policy any authority
or right to act as an agent for the property
that may be described therein.

14731

MTC 1316-9427
AGREEMENT FOR EASEMENT

THIS AGREEMENT. Made and entered into this 30th day of September, 1998, by and between Enterprise Irrigation District, hereinafter called the first party, and A. Burns, Exchanger, their successor and/or assigns hereinafter called the second party; and American Exchange Services, Inc., as qualified intermediary for Thomas

WITNESSETH: WHEREAS: The first party is the record owner of the following described real estate in CLATSOP 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 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 "g"

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

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 term of the easement, the easement party's use of the

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 allocated to each party should total 100.)

36771

14732

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.
County of Clatsop
President
first party

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

second party

STATE OF OREGON,
County of Clatsop

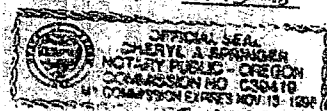
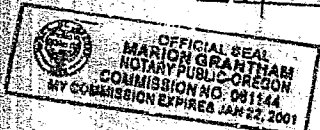
STATE OF OREGON,
County of Clatsop

This instrument was acknowledged
before me on Sept. 25 1998
by William C. Essig, Jr.
as President, Enterprise
Irrigation District

This instrument was acknowledged
before me on Oct. 2 1998
by Cindi Poling, Assistant
Secretary, American
Exchange Services

Marion Grantham
Notary Public for Oregon
My commission expires 1/22/01

Cheryl A. Spurgeon
Notary Public for Oregon
My commission expires 11/13/98



ok to American Exchange Serv. 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 340.00 feet and North 42 degrees 56' 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, 355.08 feet to a point on the Northerly line of that tract of land described in Deed Volume 388, 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 LINE
TELEPHONE 341-334-3281
2333 SUMMERS LAKE • KLAMATH FALLS, OREGON 97603

36773

14734

EXHIBIT

B

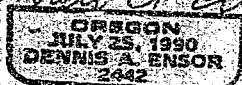
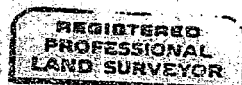
AUGUST 15, 1998

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, KLAHATH 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 KLAHATH 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 S00°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 KLAHATH COUNTY SURVEYOR.

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



EXPIRES 12/31/99

14735

SEE MAP 39 09 13

32

EFU-C

SEE CS 1951

500 AC

500 AC

502 AC

39 09 13AA

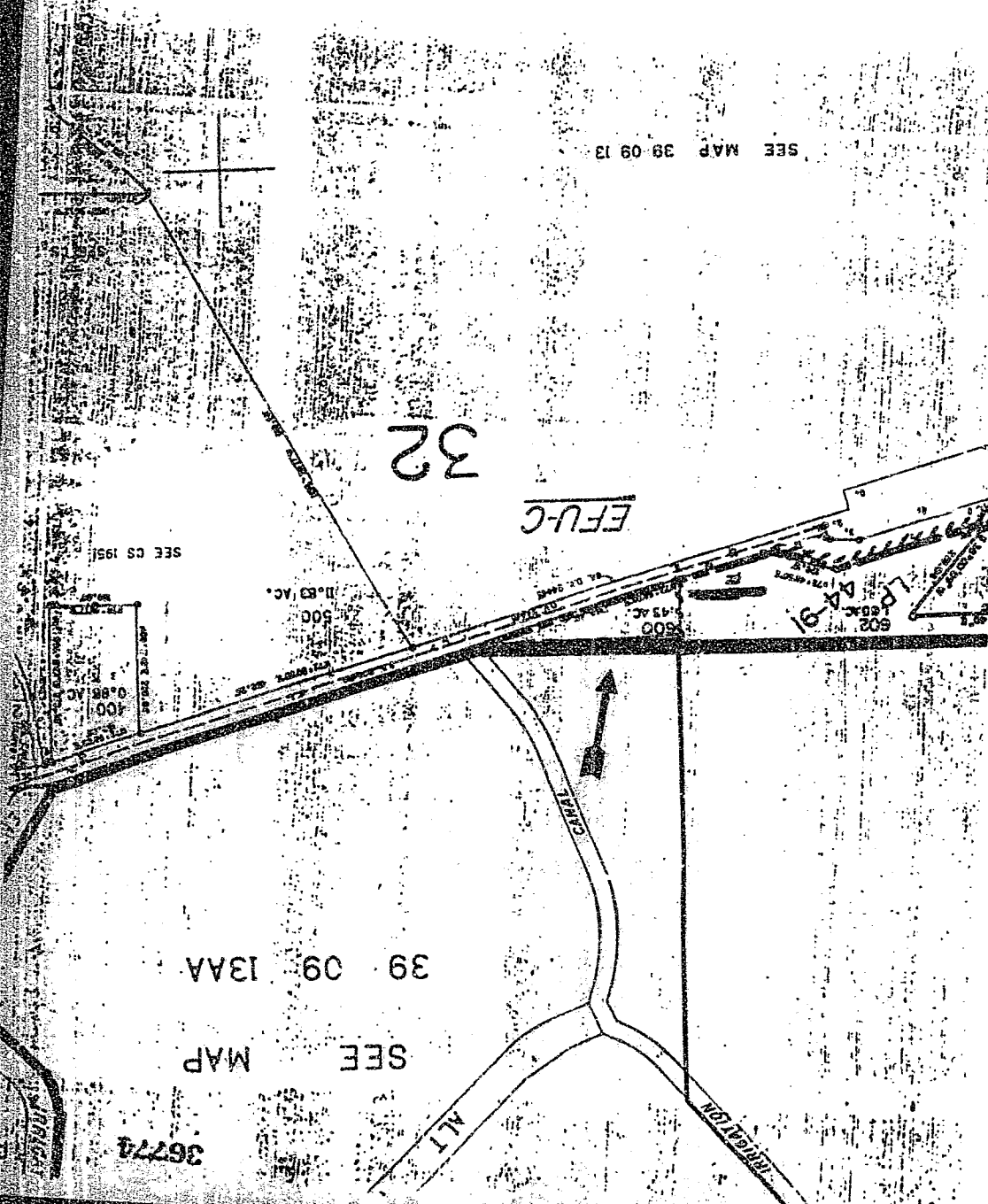
SEE MAP

36774

ALT

IRIGATION

CANAL



AMERICAN EXCHANGE SERVICES, INC. has been designated as the qualified intermediary for the purposes of this agreement. The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to wit:

MTL 13916-9427
 AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 24th 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 existence 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): XX the first party; XX the second party; XX both parties, share and share alike. XX both parties, with the first party being responsible for XX % and the second party being responsible for XX %. (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

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

first party

second party

STATE OF OREGON,
County of Klamath

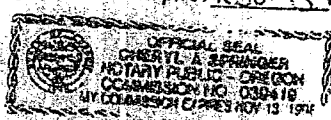
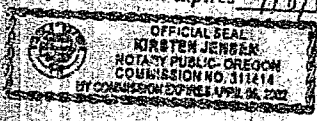
STATE OF OREGON,
County of Jackson

This instrument was acknowledged
before me on September 28 1998
by William B. Bratton
Sally A. Bratton

This instrument was acknowledged
before me on Oct. 2 1998
by Cirde Poling, Assistant
Secretary to American
Exchange Services

Kirsten Jensen
Notary Public for Oregon
My commission expires 4/8/02

Cheryl A. Springer
Notary Public for Oregon
My commission expires Nov 13 1998



ok to sign by then. Increase her.
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 H87, 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 36 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' 55") 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 = 243.23 feet, central angle = 24 degrees 11' 35") 105.24 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

TEL. PHONE (541) 864-2691
7333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

36778

14739

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, R9EWH, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

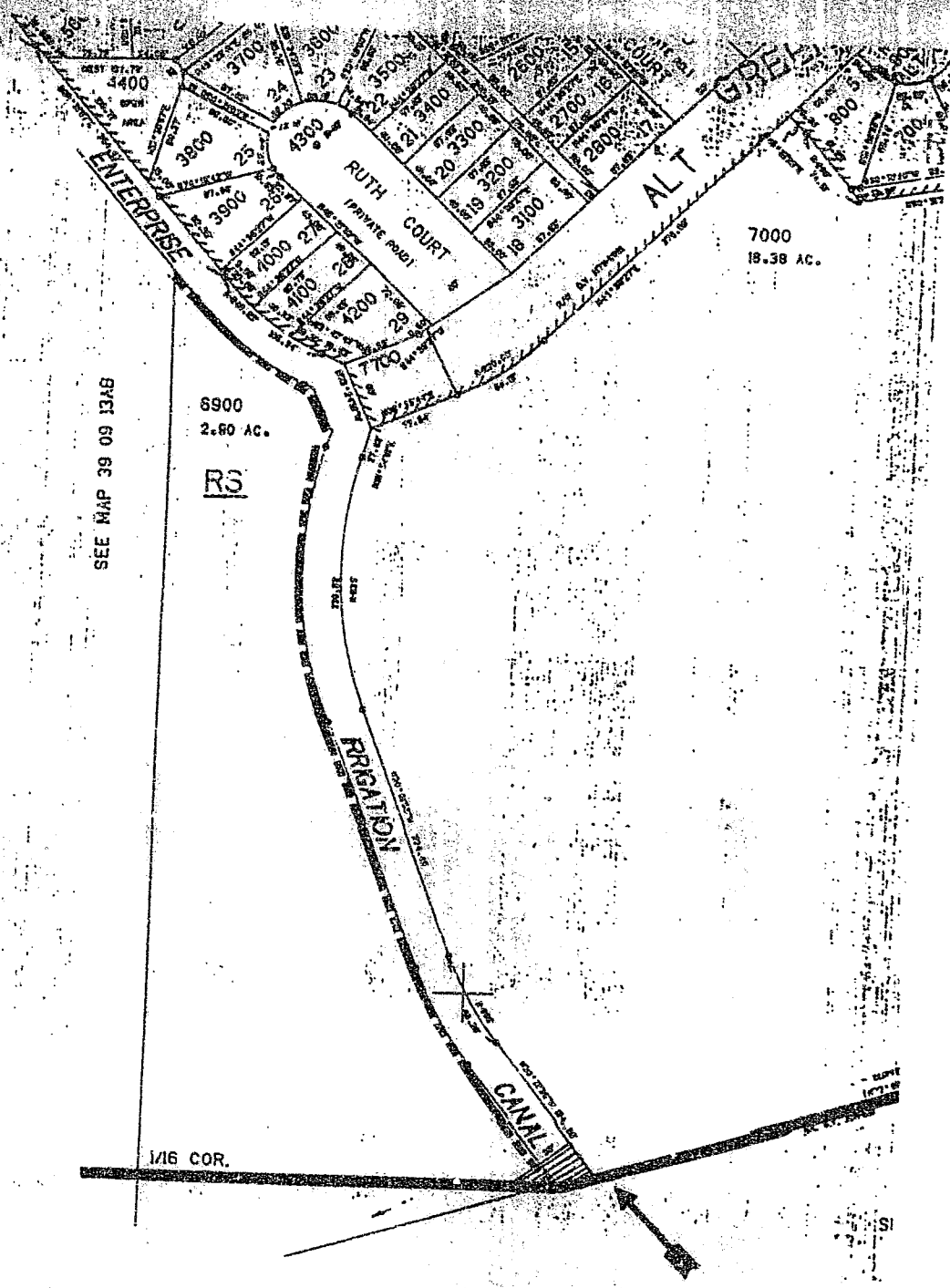
BEGINNING AT A POINT ON THE NORTHEAST LINE OF SAID DEED VOLUME, FROM WHICH THE NORTHEAST 1/16 CORNER OF SAID SECTION 13 BEARS S84°38'21"W 357.55 FEET; THENCE, ALONG THE LINES OF SAID DEED VOLUME, S38°13'35"E 30.00 FEET, S72°58'03"W 37.17 FEET AND N89°56'54"W 37.17 FEET; THENCE, LEAVING THE LINES OF SAID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

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12/11/99



STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Thomas Burns the 21st day
of April A.D. 1999 at 4:07 o'clock P. M., and duly recorded in Vol. M99
of Deeds on Page 14728

FEE \$70.00

Linda Smith, County Clerk
by Laurie M. Mendenhall