

FIRST PARTY NAME & ADDRESS: PHILIP E. LEONARD, TRUSTEE OF PHILIP LEONARD 1999 REVOCABLE TRUST
5161 WOCUS RD., KLAMATH FALLS, OR 97601
SECOND PARTY NAME & ADDRESS: JOHN F. ROBUTZ, 29601 HWY 97 N., CHILOQUIN, OR 97624
AFTER RECORDING RETURN TO: JOHN F. ROBUTZ, 29601 HWY 97 N., CHILOQUIN, OR 97624

AGREEMENT FOR EASEMENT

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THIS AGREEMENT made and entered into this 8th day of June, 1999, by and between PHILIP E. LEONARD, TRUSTEE OF THE PHILIP LEONARD 1999 REVOCABLE TRUST, hereinafter called the First Party; and JOHN F. ROBUTZ, hereinafter called the Second Party;

WITNESSETH:

WHEREAS: First Party is the owner of certain real property located in the County of Klamath, State of Oregon, legally described on Exhibit A, attached hereto and incorporated by this reference herein as if fully set forth; and has the right to grant the easement hereinafter described relative to the said real estate; and

NOW THEREFORE, in view of the premises, and in consideration of ONE HUNDRED and no hundredths DOLLARS (\$100.00) and other good and valuable consideration by the Second Party to the First Party paid, receipt of all of which is hereby acknowledged by First Party, they agree as follows:

The First Party does hereby grant, assign and set over unto Second Party a permanent nonexclusive easement so as to allow for installation by Second Party of subsurface septic drain lines, including but not limited to the ability of Second Party, Second Party's agents or contractors as is necessary for excavation and construction of such subsurface septic drain lines on all of that certain real property described as follows, to-wit:

"Commencing at the south easterly corner of First Party's property described on Exhibit A; proceeding thence along the Southerly boundary of said parcel a distance of 45 feet to a point, which is the true point of beginning of this description; proceeding thence in a generally northerly direction parallel to (and 45 feet West of) the easterly boundary line of First Party's said property a distance of 80 feet; proceeding thence in a generally westerly direction, parallel to the southerly boundary line of First Party's said property a distance of 50 feet; proceeding thence in a generally southerly direction and parallel to the easterly boundary line of First Party's said property a distance of 80 feet to the southerly boundary of First Party's said property; proceeding thence in a generally easterly direction along the southerly boundary of First Party's said property a distance of 50 feet to the point of beginning;"

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said easement to be appurtenant to each and every portion of that certain real property located in the County of Klamath, State of Oregon, legally described on Exhibit B, attached hereto and incorporated by this reference herein as if fully set forth.

The Second Party shall have all rights of ingress and egress to and from said land, (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.

First Party shall not erect any buildings within the easement area. First Party retains the right to utilize the easement area in such manner as not to interfere with the rights herein granted, except that trees may not be planted thereon.

Maintenance of the easement herein granted and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the Second Party. Should either party cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage as their sole expense.

The Second Party, Second Party's successor or assigns, shall not be liable to First Party for damage to the above-described premises occurring incidental to the proper use of this easement, PROVIDED, HOWEVER, that in the event of damage to the premises occasioned by the construction process, or damage to premises outside of and adjacent to the above-described parcel caused by the Second Party, Second Party's successors and assigns, the party causing such damage shall repair the same and place said premises in as good a condition as they were immediately prior to such damage.

The easement herein granted shall be perpetual.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, successors and assigns, and this easement shall be appurtenant to that certain parcel of real property described on Exhibit B and shall run with the land.

In construing this instrument and where the context so requires, words in the singular include the plural; the masculine

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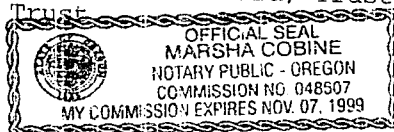
includes the feminine and the neuter; and generally, all changes shall be made or implied so as that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on the day and year set forth hereinbelow.

Philip E. Leonard
PHILIP E. LEONARD, TRUSTEE

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 6-8-99 by Philip E. Leonard, Trustee of the Philip Leonard 1999 Revocable Trust

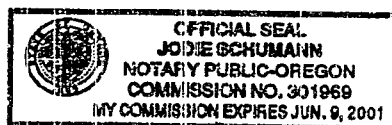


Marsha Cobine
NOTARY PUBLIC FOR OREGON

John F. Robutz
JOHN F. ROBUTZ

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on June 14, 1999 by John F. Robutz.



Jodie Schumann
NOTARY PUBLIC FOR OREGON

The following described real property situated in Klamath County, Oregon:

Parcel No. 1; A tract of land more particularly described as follows: Beginning at a point on the South Right of way line of the Dalles-California Highway, 30 feet at right angles from the center, which lies N. $89^{\circ}42'$ W. along the section line a distance of 710.5 feet and N. $6^{\circ}02'$ E. along the said Southerly right of way line a distance of 757.41 feet from the iron pin which marks the one quarter section corner common to Sections 7 and 18, Tp. 38 S. R. 9 E.W.M., in Klamath County, Oregon, and running thence S. $89^{\circ}39'$ E. a distance of 486.54 feet to a point; thence N. $6^{\circ}02'$ E. a distance of 540.0 feet to a point; thence N. $89^{\circ}39'$ W. a distance of 486.54 feet to a point on the above mentioned Southerly right of way line of the Dalles-California Highway; thence S. $6^{\circ}02'$ W. along said Southerly right of way line a distance of 540.0 feet, more or less, to the point of beginning, said tract containing 6 acres, more or less, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Tp. 38 S. R. 9 E.W.M.

Parcel No. 2: A tract of land more particularly described as follows: Beginning at a point on the Southerly right of way line of the Dalles-California Highway, 30.0 feet at right angles from the center, which lies N. $89^{\circ}42'$ W. along the section line a distance of 710.5 feet and N. $6^{\circ}02'$ E. along the said Southerly right of way line a distance of 570.33 feet from the iron pin which marks the one quarter section corner common to Sections 7 and 18, Tp. 38 S. R. 9 E.W.M., in Klamath County, Oregon, and running thence N. $59^{\circ}53'$ E. a distance of 328.5 feet to a point; thence N. $6^{\circ}02'$ E. a distance of 19.93 feet, more or less, to a point on the South line of Parcel No. 1, described above; thence N. $89^{\circ}39'$ W. along the South line of Parcel No. 1 a distance of 266.56 feet to a point on the Southerly right of way line of the Dalles-California Highway; thence S. $6^{\circ}02'$ W. along the said Southerly right of way line a distance of 187.08 feet, more or less, to the point of beginning, said tract containing 0.63 acres, more or less, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Tp. 38 S. R. 9 E.W.M.

EXHIBIT A

A parcel of land situate in the SE1/4 of the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which lies North 89 degrees 39' West along the forty line a distance of 82.96 feet and South 6 degrees 02' West a distance of 582.59 feet from an iron pin which marks the Northeast corner of the SE1/4 of SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence North 89 degrees 39' West a distance of 66.97 feet to a point; thence South 6 degrees 02' West a distance of 252.12 feet to a point on the Northerly right of way line of the road; thence North 59 degrees 53' East along said Northerly right of way line of the road a distance of 82.52 feet to a point; thence North 6 degrees 02' East a distance of 210.00 feet, more or less to the point of beginning.

State of Oregon, County of Klamath
Recorded 6/24/99, at 3:19 p. m.
In Vol. M99 Page 24842
Linda Smith,
County Clerk Fee\$ 50 - RP

EXHIBIT B