

1999 OCT 29 AM 11:33

MTC 48489-KR
EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 27 day of October, 1999, by and between Michael Lee Howard, individually, and Michael Lee Howard, Trustee of the Richard D. Howard Revocable Living Trust dated October 6, 1998:

WITNESSETH:

WHEREAS, the Parties to this Agreement entered into an Easement Agreement dated August 19, 1999, which Agreement was recorded in Volume M99, page 34462, Microfilm Records, Klamath County, Oregon, and

WHEREAS, the Parties wish to amend that Agreement,

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

1. The Easement Agreement dated August 19, 1999, recorded in Volume M99, page 34462 is hereby revoked and canceled.

2. In lieu thereof, it is mutually agreed on this 27 day of October, 1999, by Michael Lee Howard, individually, and Michael Lee Howard, Trustee of the Richard D. Howard Revocable Living Trust Dated October 6, 1998, as follows:

WITNESSETH:

WHEREAS, Michael Lee Howard is the owner of the following described parcel of real property, hereinafter referred to as Parcel 1, and Michael Lee Howard, Trustee of the Richard D. Howard Revocable Living Trust dated October 6, 1998, is the owner of the following described real property, hereinafter referred to as Parcel 2:

PARCEL 1 - REMAINING SITE PARCEL: Lot 36 and a portion of Lots 34 and 35 of "VILLA SAINT CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Lot 34, from which the Southwest corner of said Lot 34 bears S00°06'14"W 186.71 feet; thence S89°35'00"E 141.36 feet; thence S00°06'14"W 186.71 feet to a point on the South line of said Lot 35; thence, along the boundary of Lot 35, S89°35'00"E 58.64 feet, N00°06'14"E 330.00 feet, and N89°35'00"W 100.00 feet to the Northerly corner common to said Lots 34 and 35; thence, along the boundary of said Lot 34, N89°35'00"W 100.00 feet and S00°06'14"W 143.29 feet to the point of beginning, containing 39,607 square feet, more or less. For reference see the map of survey for property line adjustment 30-99 on file at the office of the Klamath County Surveyor.

PARCEL 2 - HOUSE SITE PARCEL: A portion of Lots 34 and 35 of "VILLA SAINT CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of said Lot 34; thence N00°06'14"E, along the West line of said Lot 34, 186.71 feet; thence, leaving said line, S89°35'00"E 141.36 feet; thence S00°06'14"W 186.71 feet to a point on the South line of said Lot 35; thence N89°35'00"W 141.36 feet to the point of beginning, containing 26,393 square feet, more or less. For reference see the map of survey for property line adjustment 30-99 on file at the office of the Klamath County Surveyor, and

WHEREAS, the Parties wish to enter into Agreements concerning Parcels 1 and 2 above described, which Agreements shall be binding upon and affect the Parties and their successors in interest as owner of the property,

NOW, THEREFORE, in consideration of the sum of \$10.00, receipt of which is hereby acknowledged by the owner of Parcel 1 and of these premises and the covenants herein contained, it is mutually agreed by and between the Parties as follows:

The owner of Parcel 1 does hereby grant and convey unto the owner of Parcel 2 a 4' easement for construction of and maintenance of an 8" buried irrigation line from the irrigation ditch on the Northerly boundary of Parcel 1 to the existing irrigation pump located on the NE corner of Parcel 2, over the following described real property:

A four foot wide irrigation easement being in a portion of Lots 34 and 35 of "VILLA SAINT CLAIR", situated in the NW1/4NW1/4 of Section 14, T39S, R9EWM, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 34; Thence, S89°35'00"E, along the North line of said Lot 34, 4.00 feet; Thence, S00°06'14"W 139.29 feet; Thence, S89°35'00"E 137.36 feet; Thence, S00°06'14"W 4.00 feet to the Northeast corner of the house site parcel of "Property Line Adjustment 30-99"; Thence, N89°35'00"W, along the North line of the said house site parcel, 141.36 feet to a point on the West line of said Lot 34; Thence, N00°06'14"E 143.29 feet to the point of beginning, with bearings based on R. O. S. 6395 on file at the office of the Klamath County Surveyor.

The cost of construction of the irrigation line from the Northwest corner of Parcel 1 to the Northwest corner of Parcel 2 shall be shared equally by the owners of Parcel 1 and Parcel 2. The cost of construction of the irrigation line from the Northwest corner of Parcel 2 to the Northeast corner of Parcel 2 shall be paid by the owner of Parcel 2.

The cost and maintenance of the entire irrigation line after the initial construction shall be paid by the owner of Parcel 2. The irrigation line shall be used solely for irrigation of Parcel 2.

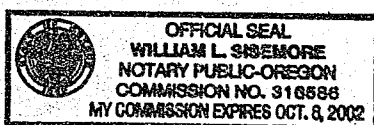
This Agreement shall be appurtenant to and binding on the real property subjected hereto and benefitted thereby, and the covenants herein contained shall be deemed to run with the land and shall be binding on the Parties to this Agreement, their heirs, personal representatives and assigns.

Michael L. Howard
Michael L. Howard

Michael L. Howard
Michael Lee Howard, Trustee of
the Richard D. Howard Revocable
Living Trust Dated October 6, 1998

STATE OF OREGON)
) SS
County of Klamath)

Personally appeared the above named Michael L. Howard and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

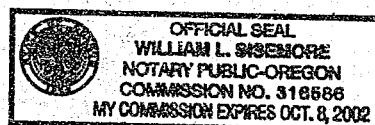


Will L. Sisemore
Notary Public for Oregon
My Commission Expires: Oct 8 2002

STATE OF OREGON)
) SS
County of Klamath)

On this 27 day of October, 1999, before me, the undersigned Notary Public, personally appeared Michael Lee Howard, to be known to be the person described in the foregoing instrument and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

William L. Sisemore
Notary Public for Oregon
My Commission Expires: oct - 2002



State of Oregon, County of Klamath
Recorded 10/29/99, at 11:33 m.
In Vol. M99 Page 43314
Linda Smith,
County Clerk Fee\$ 46⁰⁰