

AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 4th day of MAY 2005, by and between Clem J. Pine and Ann J. Pine, husband and wife, hereinafter collectively called "Grantors", and Enterprise Irrigation District, an Oregon Municipal Corporation, hereinafter called "Grantees":

Recitals

1. Grantors are the record owner of the real property located in Klamath County, Oregon, described on the attached Exhibit "A".

2. Grantors have the unrestricted right to grant easements relative to said real property.

3. There currently exists an easement for the benefit of Grantees upon Grantors property for the ditches and canals of Grantee. Said easement is described at Volume M84 Page 20944, real property records for Klamath County, Oregon.

4. It is the intent of this easement to extinguish the easement described in paragraph 3 above and to replace said easement with two new easements, the first being a 60 foot right of way for ingress, egress and public utilities and the second being a 16 foot wide right of way for irrigation utilities.

5. Grantor and Grantee contemplate that the 60 foot right of way for ingress, egress and public utilities may, in the future, and at the election of Grantee, become a county road, to access the properties located to the north and east of Grantor's subservient estate.

AGREEMENT - EASEMENT NUMBER 1

Grantors convey to Grantee, it's heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described on the attached Exhibit "B". Said easement to be for ingress, egress and public utilities.

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and invitees shall use the easement for ingress, egress and public utilities, for access to Grantee's property to the north and east of Grantors, and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon. Grantee shall use the easement for utility and road access, to maintain utility pipes upon the easement and to access Grantee's property to the east and north of Grantor's property.

1. AGREEMENT FOR EASEMENT

State of Oregon, County of Klamath
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Vol M05 Pg 32690-92
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

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2. Grantors reserve the right to use, construct, reconstruct and maintain the road located upon the easement and Grantor may grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

4. This easement is appurtenant and for the benefit of the real property owned by Grantees to the east and north of Grantors property.

5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns. Said easement shall, at the option of Grantee, be converted into a public, county road, to benefit other properties to the north and east of Grantor's property. Should Grantee elect to convert this easement into a county road, this easement shall automatically terminate to allow for Klamath County to approve such public road.

6. This easement and any subsequent County road created here from are not intended to benefit the property to the south of Grantor's property.

7. This easement is granted subject to all prior easements or encumbrances of record.

EASEMENT NUMBER 2

Grantors convey to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described on the attached Exhibit "C".

The terms of this easement are as follows:

1. Grantees, their agents, independent contractors and invitees shall use the easement for utility purposes only, to transport water across the property of Grantors. To facilitate such use, Grantee may construct, reconstruct, maintain and repair a pipeline and ditch thereon.

2. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to

2. AGREEMENT FOR EASEMENT

the others, however, in case of conflict, Grantors' right of use shall be dominant.

3. Grantees agree to indemnify and defend Grantors from any loss, claim or liability to Grantors arising in any manner out of Grantees' use of the easement. Grantees assume all risks arising out of their use of the easement and Grantors shall have no liability to Grantees or others for any condition existing thereon.

4. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantors and Grantees, their heirs, successors and assigns.

5. This easement is intended to revoke and replace that easement for the benefit of Grantee described in Volume M84 Page 20944.

Dated this 5th day of May 2005.

Clem J. Pine
Clem J. Pine Grantor

Ann J. Pine
Ann J. Pine Grantor

Bill Essig
Enterprise Irrigation District
By: Bill Essig
Its: Chairman of Board
Grantee