

JUL 7 9 21 AM 1972

1 THIS AGREEMENT made this day and year hereafter written by and between
2 LAWRENCE W. SALTENBERGER and MARILYN D. SALTENBERGER, husband and wife, here-
3 in called Saltenberger's; ELSIE M. YOUNG and ROBERT W. YOUNG, her son, and
4 WALTER E. WAGNER and ELEANOR A. WAGNER, herein called Young and Wagner; KEVIN
5 R. WHITAKER and DOROTHY E. WHITAKER herein called Whitaker's and ANTHONY B.
6 PELACHE and NELLIE PELACHE, husband and wife, herein called Pelache's

W I T N E S S E T H:

1.

9 Said Parties to this Agreement are contract purchasers of adjoining
10 parcels of real property in Klamath County, Oregon. The legal descriptions
11 of each Party's said property is as follows:

SALTENBERGER'S

13 The following described real property also known as Lot 1, Parcel 1, in
14 Section 20, Township 39 South, Range 11½ East of the Willamette Meridian,
Klamath County, Oregon:

15 Beginning at the Northeast corner of said Section 20; thence South
16 00 deg. 41'55" East along the East line of said Section 20 a distance of
17 1840.14 feet to the true point of beginning of this description; thence
18 continuing South along said East line a distance of 814.35 feet to a
point; thence South 89 deg. 16'53" West 199.86 feet; thence North 76 deg.
53'48" West 97.03 feet; thence North 02 deg. 33'50" West a distance of
795.60 feet to a point; thence East 320.00 feet to the point of begin-
ning of this description.

YOUNG AND WAGNER'S

20 The following described real property is situated in Lot 2, Parcel 1,
21 Section 20, Township 39 South, Range 11½ East of the Willamette Meridian:

22 Beginning at the Northeast corner of said Section 20; thence South
23 00 deg. 41'55" East along the East line of said Section 20 a distance of
24 1840.14 feet; thence West 320.00 feet to the true point of beginning of
25 this description; thence continuing West 325.05 feet; thence South 760.57
26 feet to the North line of the County Road right-of-way; thence Easterly
27 along said North line on the arc of a curve to the right 355.33 feet;
28 thence North 02 deg. 33'50" West 795.60 feet to the true point of begin-
29 ning of this description;

WHITAKER'S

30 The following described real property is situated in Lot 3, Parcel 1,
31 Section 20, Township 39 South, Range 11½ East of the Willamette Meridian:

32 Beginning at the Northeast corner of said Section 20; thence South
00 deg. 41'55" East along the East line of said Section 20 a distance
of 1840.14 feet; thence West 645.05 feet to the true point of beginning
of this description; thence continuing West 297.64 feet; thence South
772.32 feet to the North line of the County Road right-of-way; thence
North 87 deg. 44'21" East along said North line 297.87 feet; thence
North 760.57 feet to the true point of beginning of this description;

PELACHE'S

The following described real property as situated in the S $\frac{1}{4}$ of Section 20, Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon; also being described as Lot 4 of Parcel 1 and more particularly described as follows: Beginning at the Northeast corner of said Section 20; thence S. 00 deg. 41'55" E. along the East line of said Section 20 a distance of 1840.14 feet; thence West 942.69 feet to the true point of beginning of this description; thence continuing West 325.00 feet; thence South 770.29 feet to the North line of the County Road right-of-way; thence following said Northerly right-of-way a distance of 325.51 feet, more or less to a point South of the point of beginning; thence North 772.32 feet, more or less to the point of beginning;

2.

The Parties are unable to obtain access from their said properties to the County Road because the United States' E Canal, which is operated by Klamath

Irrigation District passes across the Southerly end of each of the Parties' above described Parcels and there is no culvert or other crossing over the said E Canal.

3.

Klamath Irrigation District and the United States will allow but one crossing to be installed by the Parties in said E Canal. The Parties have applied for and received a revocable easement from the United States Bureau of Reclamation to install one culvert crossing on said E Canal on Whitaker's said property and the Klamath Irrigation District has now installed said culvert at the Parties expense at said location. The parties have agreed with Klamath Irrigation District that they will keep said crossing in good maintenance and repair and hold Klamath Irrigation District harmless from any and all claims, damages, losses and injury arising or resulting from the installation, existence and use of said crossing and it is necessary for the parties to make provision for the payment of the cost of said installation; its future maintenance and repair and to provide cross easements across each others property to obtain access to the County Road over and across said culvert crossing.

4.

Each of the Parties does hereby give, grant and convey unto each of the other parties, on the terms and conditions hereafter set forth, a sixty foot wide non-exclusive easement for access and utilities across their said property.

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1 Said Easement shall be bounded on the South by the Northerly line of the
2 United State's right of way for said E Canal.

3 5.

4 Whitaker also grants to each of the other parties a 60 foot wide non-
5 exclusive easement for said access and utilities across their said property
6 from the culvert crossing to the County Road and reserve like right for the
7 benefit of their said Parcel of Land.

8 6.

9 Each of the Parties agrees to pay one-fourth of said cost of said cross-
10 ing and the cost of said license fee.

11 7.

12 Saltenbergers and their heirs, grantees and assigns shall be solely
13 responsible for the construction and maintenace of said easement from said
14 culvert crossing over and across Whitakers' and Young and Wagners said Parcels
15 to Saltenbergers' said Parcel. As a part of said maintenance Saltenbergers
16 shall keep said easement gravelled across said Parcels. If Saltenbergers or
17 their successors shall fail to properly maintain said easement for a period
18 of 60 days after receiving written notice pointing out the deficiency in main-
19 tenance, the then owners of said servient tenements may terminate said easement
20 and construct a fence or maintain a locked gate across the same barring
21 Saltenbergers and their successors from access to said crossing. Pelaches shall
22 in the same manner be responsible for the construction and maintenance of the
23 easement to their land it may be terminated in the same manner if they do not.

24 8.

25 Whitakers and their successors shall not be liable for any future costs
26 of maintaining, repairing or replacing said crossing or of maintaining said
27 road easement as said easements are a burden upon their said Parcel of Land
28 for the benefit of the other Parcels. Each of the other three Parties covenant
29 and agree for themselves and for their heirs, grantees, successors and assigns
30 that they will pay one-third each of said future costs of maintaining, repair-
31 ing or replacing said crossing.

32 9.

Pelaches covenant and agree that they will construct a fence along their
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1 Westerly lot line so that property owners to the West will not be able to use
2 said easement.

3 10.

4 It is mutually covenanted and agreed that the easements herein given are
5 subject to the terms and conditions herein set forth, perpetual private ease-
6 ments forever appurtenant to and for the benefit of the above described parcels
7 of land but are not open to the general public. Each of the Party expressly
8 reserves the right to take water from said E Canal under the easements crossing
9 said Party's property for the purpose of irrigating the remainder of said Party's
10 property, but said Party shall bear all of the cost of such underground cross-
11 ing and shall restore the easement to as good condition as it was in prior to
12 the installation of said crossing.

13 IN WITNESS WHEREOF, The Parties have executed this Agreement this 29
14 day of March, 1972.

15
16 Lawrence W. Saltenberger
LAWRENCE W. SALTENBERGER

17 Marilyn D. Saltenberger
MARILYN D. SALTENBERGER

18 Kevin R. Whitaker
KEVIN R. WHITAKER

19 Dorothy E. Whitaker
DOROTHY E. WHITAKER

20 Elsie M. Young
ELSIE M. YOUNG

21 Robert W. Young
ROBERT W. YOUNG

22 Walter E. Wagner
WALTER E. WAGNER

23 Eleanor A. Wagner
ELEANOR A. WAGNER

24 Anthony B. Pelache
ANTHONY B. PELACHE

25 Nellie Pelache
NELLIE PELACHE

26 STATE OF Oregon }
27 COUNTY OF Klamath } SS

28 On this 29 day of March, 1972, personally appeared the within named
29 Lawrence W. Saltenberger and Marilyn D. Saltenberger, husband and wife, who
30 executed the foregoing instrument and acknowledged the same to be their volun-
31 tary act and deed.

32 Before me:

Salmon F. Tenckler
Notary Public in and for
said State and County

My Commission Expires July 27, 1973

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1 STATE OF Oregon)
 2 COUNTY OF Klamath) SS.

3 On this 27 day of March, 1972, personally appeared the within named
 4 Elsie M. Young, the mother of the within named Robert W. Young, known to me
 5 to be the person named in and who executed the foregoing instrument and acknow-
 6 ledged the same to be her voluntary act and deed.

7 Before me:

8 (SEAL)

Sidney F. Tucker
 Notary Public in and for
 said State and County

9 My Commission expires April 9, 1973

10 STATE OF Oregon)
 11 COUNTY OF Klamath) SS.

12 On this 27 day of March, 1972, personally appeared the within named
 13 Robert W. Young, son of Elsie M. Young, known to me to be the person named in
 14 and who executed the foregoing instrument and acknowledged the same to be his
 15 voluntary act and deed.

16 Before me:

17 (SEAL)

Sidney F. Tucker
 Notary Public in and for
 said State and County

18 My Commission expires April 9, 1973

19 STATE OF OREGON)
 20 COUNTY OF KLAMATH) SS

21 On this June day of March, 1972, personally appeared the within named
 22 Walter E. Wagner and Eleanor A. Wagner, known to me to be the persons named
 23 in and who executed the foregoing instrument and acknowledged the same to
 24 be their voluntary act and deed.

25 Before me:

26 (SEAL)

Lauren B. Drew
 Notary Public for Oregon

27 My Commission expires 8-19-75

28 STATE OF California)
 29 COUNTY OF San Francisco) SS

30 On this 4th day of April, 1972, personally appeared the Kevin R. Whitaker
 31 and Dorothy E. Whitaker, known to me to be the persons named in and who executed
 32 the foregoing instrument and acknowledged the same to be their voluntary act
 and deed.

Before me:

(SEAL)

Barbara C. Aaro
 Notary Public in and for
 Said State and County

My Commission Expires January 11, 1975

7364

1 STATE OF Calif. SS
2 COUNTY OF San Clara

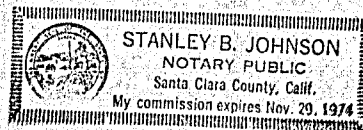
3 On this day of March, 1972, personally appeared the within named
4 Anthony B. Pelache And Nellie Pelache, husband and wife, known to me to be
5 the persons named in and who executed the foregoing instrument and acknowledged
6 the same to be their voluntary act and deed.

7 Before me:

8 (SEAL)

9 My Commission expires

Stanley B. Johnson
Notary Public in and for
said State and County



11 STATE OF OREGON; COUNTY OF KLAMATH; ss.

12 Filed for record at request of Ganong, Gordon & Sisemore
13 this 7th day of July A. D. 19 72 at 2:25 clock P. M., and
14 duly recorded in Vol. M72 of Deeds on Page 7359.

15 Wm D. MILNE, County Clerk

16 FEE \$12.00

17 By Harold Drayton