

JOINT EASEMENT AGREEMENT

THIS AGREEMENT made this 14th day of October, 1983,
by and between ROBERT C. BURLEIGH and MARJORIE H. BURLEIGH,
husband and wife, hereinafter called "BURLEIGH", and PINKNEY W.
BEASLY and MARIA T. BEASLY, husband and wife, hereinafter called
"BEASLY",

RECITALS

(1) The parties have an interest in adjoining real
estates situated in the County of Klamath, State of Oregon, and
described respectively as follows:

(BEASLY)

The North one-half of the Southeast one-
quarter of Section 29, Township 40 South,
Range 10 EWM.

(BURLEIGH)

The South one-half of the Southeast one-
quarter of Section 29, Township 40 South,
Range 10 EWM.

(2) Predecessors in interest in the respective
properties heretofore granted and conveyed undivided fractional
interests in a pumping plant, together with reciprocal easements
to be used to maintain ditches and convey water over and across
the respective premises. (Refer to Klamath County, Oregon Deed
Records Volume 67, page 170, recorded June 11, 1925, and Volume
120, page 383, recorded February 16, 1939.)

(3) Subsequent to the granted conveyance of the
interests and easements hereinabove described, BEASLY and
BURLEIGH have entered into oral agreements regarding their
respective easement rights and have operated for many years
according to the terms of the oral agreements.

(4) It is the desire of the parties hereto that the
terms of the agreements between the parties be memorialized, as
follows:

There are two electric panels and two turbine pumps and
motors situated on the BEASLY property, one motor is a General
Electric 30 h.p., the other is a Holloshaft 20 h.p. Each of the
parties own an undivided one-half interest in said electric
panels, pumps and motors. The combined interests of the parties
represent 100% ownership.

THIS DOCUMENT IS BEING RERECORDED FOR THE ADDITION OF A NOTARY FOR THE SIGNATURE
OF Pinkney W. Beasley and Maria T. Beasley .

There is situated on the BURLEIGH property an electric panel and a 40 h.p. General Electric centrifugal pump and motor. Each of the parties own an undivided one-half interest in said electric panel, pump and motor. The joint interests of the parties represent 100% ownership.

Each party is entitled to 50% of the water pumped by the two turbine pumps and motors. Each party shall pay 50% of the electric bill and all costs of normal maintenance of and normal repair to the three pumps and motors and electric panels.

BURLEIGH and BEASLY shall each respectively be responsible for the repairs and attendant costs necessitated by his own negligence or the negligence of his employees or agents.

BEASLY shall pay the monthly electric bills for the two pumps and motors situated on the BEASLY property and upon presentment to BURLEIGH of the paid bill BURLEIGH shall forthwith reimburse BEASLY for 50% of the amount so paid by BEASLY.

BURLEIGH shall pay the monthly electric bill on the pump and motor situated on the BURLEIGH property and upon presentment to BEASLY of the paid bill BEASLY shall forthwith reimburse BURLEIGH for 50% of the amount so paid by BURLEIGH.

BEASLY shall have the right of ingress and egress over, across and through the BURLEIGH property to operate and maintain the pump and ditches on the BURLEIGH property.

BURLEIGH shall have the right of ingress and egress over, across and through the BEASLY property for the purpose of operating and maintaining the pumps and ditches on the BEASLY property.

Each of the parties shall furnish 50% of the labor, equipment and cost of maintaining the irrigation ditch between the two turbine pumps and motors situated on the BEASLY property and the point where the 40 h.p. centrifugal pump is situated on the BURLEIGH property.

BEASLY shall be responsible for maintenance of the open irrigation ditch from the point where the 40 h.p. pump is situated on the BURLEIGH property to the point of termination of said irrigation ditch.

BURLEIGH shall have the right to relocate that portion of the irrigation ditch which lies within the boundaries of the BURLEIGH property; however, such relocation shall not interfere with or in any manner diminish the quantity of water which BEASLY

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is entitled to receive under the terms of this agreement and the previous easement agreement herein referred to.

BURLEIGH:

Robert C. Burleigh
Robert C. Burleigh

Marjorie A. Burleigh
Marjorie A. Burleigh

BEASLY:

Pinkney W. Beasly
Pinkney W. Beasly

Maria T. Beasly
Maria T. Beasly

STATE OF OREGON)
) ss.
County of Klamath)

Before me this 14th day of October, 1983, personally appeared the above-named ROBERT C. BURLEIGH and MAJORIE A. BURLEIGH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

Michael E. Grant
Notary Public for Oregon
My Commission Expires: 1-21-85

STATE OF OREGON)
) ss.
County of Klamath)

Before me this 18th day of November, 1983, personally appeared the above-named PINKNEY W. BEASLY and MARIA T. BEASLY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

Judi Steele
Notary Public for Oregon
My Commission Expires: 7/13/85

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

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2-1-1

on this 18th day of Nov., A.D. 19 83
at 3:52 o'clock P. M. and of)
recorded in Vol. 1883 of Deeds)
page 1000)
EVELYN BIEHN, County Clerk
By [Signature] Deputy
Fee 12.00

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STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 12th day of January, A.D., 1984 at 11 o'clock A. and duly recorded in Vol. 1834, of Deeds on page 1000.

Fee \$ 12.00

EVELYN BIEHN, COUNTY CLERK
by Pam Smith Deputy