

MTC# 20465 D

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT entered and made on the date below signed, by and between GERALD DON DOUGLAS JR. and LORNA DOUGLAS, husband and wife, and DAVID L. GARDNER and JUDITH A. GARDNER, husband and wife, collectively referred to as grantors, and G. ROGER HAMILTON and KAREN S. HAMILTON, husband and wife, hereinafter referred to as grantees; both grantors and grantees hereinafter collectively being referred to as parties, subject to the following, conditions and restrictions:

1. Grantors' Property. DAVID L. GARDNER AND JUDITH A. GARDNER, husband and wife, are the holders of legal title, and GERALD DON DOUGLAS JR., and LORNA DOUGLAS, husband and wife, contract vendees of the following described real property over which easements described below are impressed:

The E 1/2 NW 1/4, EXCEPTING THEREFROM the Westerly 90 feet The W 1/2 NE 1/4 and NE 1/4 NE 1/4, all in Section 29, Township 39 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
EXCEPTING THEREFROM a piece or parcel of land situate in the NE 1/4 NW 1/4, said Section, Township and Range, containing 1,600 square feet (being 40 feet along its East-West dimension and 40 feet along its North-South dimension) at the exact center of which is located the irrigation well identified as "Well No. 2" in Application No. G4819 to appropriate the Ground Waters of the State of Oregon and from which center of well the Northwest corner of said Section 29 bears North 67 degrees 47 1/2' West 2740.2 feet, more or less, distant.

2. Grantees Property. Grantees are the owners of the following described real property benefitted by the below described easements:

Parcel 1: SE 1/4 SE 1/4 Section 19; W 1/2 NW 1/4 Section 29; E 1/2 NE 1/4 Section 30, Township 39 S., Range 13 E.W.M.

Parcel 2: Westerly 90 feet of E 1/2 NW 1/4 Section 29, Township 39 S., Range 13 E.W.M.

Well Parcel: A piece or parcel of land situate in the NE 1/4 NW 1/4, said Section, Township and Range, containing 1,600 square feet (being 40 feet along its East-West dimension and 40 feet along its North-South dimension) at the exact center of which is located the irrigation well identified as "Well No. 2" in Application No. G4819 to appropriate the Ground Waters of the State of Oregon and from which center of well the Northwest corner of said Section 29 bears North 67 degrees 47 1/2' West 2740.2 feet,

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more or less, distant, together with the right of ingress and egress thereto for both physical access and an electrical power supply.

3. Easements Described. Grantors convey to grantees, their heirs, successors and assigns the following described easements appurtenant:

A. Pipeline Easement: An exclusive easement appurtenant for a six foot wide strip of land (three feet on either side of its center line) for the purposes of installing and maintaining a well water delivery system between grantees property known as the "Well Parcel" and "Parcel 2" as described above, as the easement presently exists, or should hereafter be relocated, but generally commencing at a point 20 feet south of the Northeasterly corner of said "Well Parcel" on the westerly line thereof, and continuing due West therefrom, parallel to the Northerly boundary of and across the NE 1/4 NW 1/4 of Section 29, Township 39 S., Range 13 E.W.M., to a point to the Easterly boundary thereof, abutting "Parcel 2" as described above.

B. Road Easement: A certain 10 foot wide, non-exclusive road easement appurtenant (five foot on either side of center line) generally following the center line of the existing roadway, presently in place, or as such should hereinafter be located, commencing at a point five feet to the west of the Northeasterly corner on the northerly line of that property described as "Well Parcel" and meandering across the NE 1/4 NW 1/4 of Section 29, Township 39 S., Range 13 E.W.M., to and including a point to the south of the Northeast corner of said Section 29, describing the common boundary with parcel 2.

4. Location and Nature of Easements. The parties hereto hereby covenant and agree that said easements shall generally follow the course as designated above by the present easements in use across the servient property. Grantors hereby convey to grantees, their heirs, successors and assigns the right to construct, reconstruct, maintain and repair the buried water line as reasonably necessary for its continued beneficial use and enjoyment, and to maintain, repair and reconstruct the existing roadway sufficient to permit reasonable access and egress to the well site for the purposes of inspection, maintenance and repair. Grantors shall not cause or permit their retained premises to be used in such manner as to interfere with or interrupt grantees use of either easement, without the express written consent of grantees, which written consent shall not unreasonably be withheld.

5. Rights Reserved by the Parties. Grantors reserve the right to relocate the roadway access across their real property

and in such case shall reconstruct the roadway in such new location in as good or better condition as existed in the prior location, at their cost and expense; providing that in relocating said roadway that the grades, curves and other conditions do not increase the burden to motor vehicle access and egress across said easement. If the road is relocated the parties hereto may record an easement indicating the relocated road center line and such instrument shall serve to amend this easement and eliminate any rights in the original easement strip.

In the event it should become necessary for grantees to repair, reconstruct the irrigation line contained within the pipeline easement, grantees shall commence all activity in an workmanlike fashion, return the subject property to the same condition in which it existed prior to the time of commencement of repair or reconstruction activity, at grantees' cost and expense. In addition thereto, should the entry upon the ground under which the easement is located result in damage to any grass or crops being grown thereon or interfere with grantor's retained use or rental thereof, the grantee shall pay the reasonable value thereof. Grantees covenant that they shall not enter upon grantors retained property for the purposes of repair or reconstruction of either easement herein without the prior written notification to grantee.

6. Nature of Easement. The easements above described are appurtenant to the properties owned by the parties described herein at the time of creation hereof and shall be perpetual and benefiting and burdening the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto executed this easement on the date set opposite the signature lines herein.

DATED: October 31, 1988

Gerald Don Douglas Jr.
GERALD DON DOUGLAS

Lorna Douglas
LORNA DOUGLAS

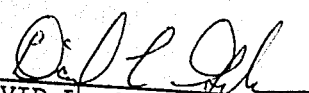
STATE OF OREGON)
: ss.
County of Klamath)

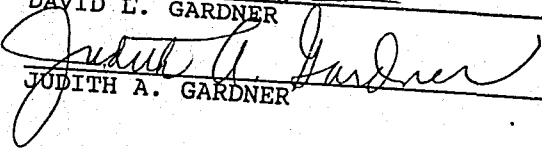
Personally appeared the above named GERALD DON DOUGLAS and LORNA DOUGLAS, husband and wife, and acknowledged this to be their voluntary act and deed.

Before me:

Leona M. Huffman
LEONA M. HUFFMAN
NOTARY PUBLIC - OREGON
My commission expires: 10/21/90

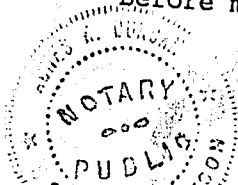
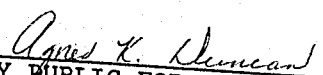
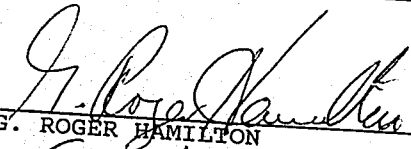
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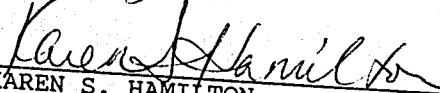
DATED: 10-14-88

 DAVID L. GARDNER


 JUDITH A. GARDNER

 STATE OF OREGON)
 : ss.
 County of Klamath)

Personally appeared the above named DAVID L. GARDNER and JUDITH A. GARDNER, husband and wife, and acknowledged this to be their voluntary act and deed.

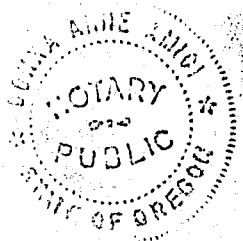
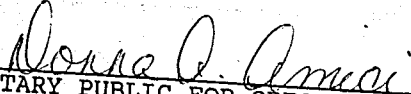
Before me: 11-14-88DATED: 11/2/88

 NOTARY PUBLIC FOR OREGON
My commission expires: 4-3-91

 G. ROGER HAMILTON


 KAREN S. HAMILTON

 STATE OF OREGON)
 : ss.
 County of Klamath)

Personally appeared the above named G. ROGER HAMILTON and KAREN S. HAMILTON, husband and wife, and acknowledged this to be their voluntary act and deed.

Before me:



 NOTARY PUBLIC FOR OREGON
My commission expires: 12/31/88

15695

DATED: 11-2-88

Glenn E. Baldwin
GLENN E. BALDWIN

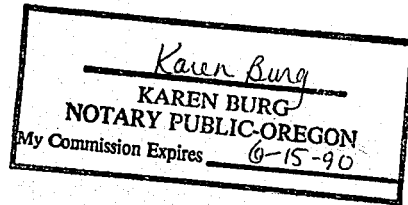
Judy A. Baldwin
JUDY A. BALDWIN

STATE OF OREGON)
: ss.
County of Klamath)

Personally appeared the above named GLEN E. BALDWIN and JUDY A. BALDWIN, husband and wife, and acknowledged this to be their voluntary act and deed.

Before me:

Karen Burg
NOTARY PUBLIC FOR OREGON
My commission expires: 6-15-90



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 21st day
of Nov. A.D. 19 88 at 10:20 o'clock A.M., and duly recorded in Vol. M88,
of Deeds on Page 19691

FEE \$28.00

Evelyn Biehn
County Clerk

By Pauline Nielsen

RETURN: MTC
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