

MTC 24/66

## AGREEMENT

This Agreement is made and entered into on the date set opposite the signature of each party hereto. It is made by and between VINTON ALAN LOVENESS, VICKI SUE ROGAL, and KATHY ADAIR ROGERS, as owners of parcel number one described on Exhibit "A", attached hereto and made a part hereof, and hereinafter referred to as the "Parcel One Owners", and LOREN LOVENESS and ELSIE LOVENESS, husband and wife, as owners of parcel number two described on Exhibit "A", attached hereto and made a part hereof, and hereinafter referred to as the "Parcel Two Owners", and LOYAL H. LOVENESS and RONALD E. LOVENESS, Trustees of the LOYAL H. LOVENESS 1983 TRUST and MILDRED LOVENESS 1983 TRUST, as owners of parcel number three described on Exhibit "A", attached hereto and made a part hereof, and hereinafter referred to as the "Parcel Three Owners".

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Recitals. The parties declare that the following facts are true: Parcel One Owners are the owners of the real property described on Exhibit "A", attached hereto and made a part hereof, and designated as "Parcel One", and hereinafter referred to as "Parcel One". Parcel Two Owners own the real property described on Exhibit "A", attached hereto and made a part hereof, and designated as "Parcel Two", and hereinafter referred to as "Parcel Two". Parcel Three Owners own the real property described on Exhibit "A", attached hereto and made a part hereof, and designated as "Parcel Three", and hereinafter referred to as "Parcel Three". All parties hereto entered into an agreement dated December 30, 1986, regarding Parcels One, Two and Three. There is an easement across Parcels Two and Three, in favor of Parcel One. Said easement is described on Exhibit "B", attached hereto and made a part hereof, and is hereinafter referred to as "the easement". The intent of this Agreement is to complete the obligations of the Parcel One Owners under the December 30, 1986 Agreement.

2. Easement. Parcel One Owners hereby grant to the Parcel Two Owners and to the Parcel Three Owners the perpetual right to relocate the easement, provided that said relocation is at the expense of the Parcel Two Owners and Parcel Three Owners, and provided that said relocation does not unreasonably interfere with the access to Parcel One.

3. Consideration. The consideration for this Agreement is the promises and covenants contained in the December 30, 1986 Agreement.

4. First Right of Refusal. The Parcel One Owners hereby grant to the Parcel Two Owners a first right of refusal regarding Parcel One. In the event the Parcel One Owners wish to accept a written offer for the sale of Parcel One, the Parcel One Owners

shall send a copy of the written offer to the Parcel Two Owners. The Parcel Two Owners shall have thirty (30) days from the delivery of notice to purchase Parcel One at the same price and on the same terms and conditions as set forth in the written offer. In the event the Parcel Two Owners wish to exercise their option, the Parcel Two Owners shall deliver notice thereof in writing to the Parcel One Owners within thirty (30) days of delivery of notice to the Parcel Two Owners. Thereupon, the parties shall immediately close the sale. This first right of refusal does not apply to any sale or transfer of any interest in Parcel One between and among the three Parcel One Owners.

In the event that the Parcel Two owners shall not exercise their right of first refusal as to a sale by the Parcel One Owners, and the contemplated sale by the Parcel One Owners is not consummated, then as to any other proposed sale by the Parcel One Owners to third parties, the terms of this paragraph must be followed as to any subsequent sale. It is understood that this option shall expire and be of no further force and effect in the event of a completed sale to a third party where the Parcel Two Owners have failed to exercise their right of first refusal.

5. Rights Personal. The rights contained in the paragraph entitled Easement shall run with the land and shall be binding upon the heirs, successors, administrators and assigns of the Parcel One Owners, Parcel Two Owners, and the Parcel Three Owners. The rights contained in the paragraph entitled First Right of Refusal are personal to the Parcel Two Owners, and shall be binding upon the heirs, successors, administrators and assigns of the Parcel One Owners and the Parcel Two Owners, even in the event the Parcel Two Owners transfer all or part of their interest in Parcel Two, subject however to the limitations as set forth in said paragraph.

6. Notice. Any notice required or permitted under this Agreement shall be given when actually delivered or forty-eight (48) hours after deposited in the United States mail as certified mail addressed to the addresses in this paragraph or to such other address as may be specified by either party in writing:

Parcel One Owners:

Vinton Alan Loveness  
Kathy Adair Rogers  
Vicki Sue Rogal  
P.O. Box 148  
Montgomery Creek, CA 96065

Parcel Two Owners:

Loren Loveness and  
Elsie Loveness  
36121 Stastny Road  
Malin, Oregon 97632

## Parcel Three Owners:

Loyal H. Loveness, Trustee  
 Ronald E. Loveness, Trustee  
 Loyal H. Loveness 1983 Trust

Mildred H. Loveness, Trustee  
 Ronald E. Loveness, Trustee  
 Mildred H. Loveness 1983 Trust

23939 Holl Road  
 Malin, Oregon 97632

7. Attorneys' Fees. In the event suit or action is instituted regarding any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to costs, such sums as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action.

8. Complete and Final Agreement. This document is the entire, final and complete agreement of the parties and it supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives and may not be modified except by writing signed by both parties hereto.

9. Preparation. This Agreement has been prepared by Jerry Molatore, attorney at law, on behalf of Parcel One Owners. Parcel Two Owners and Parcel Three Owners acknowledge that Jerry Molatore does not represent them, and that they have been advised that they should have this document reviewed by attorneys of their choice.

## PARCEL ONE OWNERS:

Dated: 12/7/90

Vinton Alan Loveness  
 VINTON ALAN LOVENESS

Dated: 12/7/90

Kathy Adair Rogers by V.A. Loveness  
 KATHY ADAIR ROGERS, by V.A.  
 Loveness as Attorney in Fact

Dated: 12/7/90

Vicki Sue Rogal by V.A. Loveness  
 VICKI SUE ROGAL, By V.A.  
 Loveness as Attorney in Fact

24796

EL TWO OWNERS:

Dated: 11/29/90

Loren Loveness  
LOREN LOVENESS

Dated: 11/29/90

Elsie Loveness  
ELSIE LOVENESS

PARCEL THREE OWNERS:

Dated: 12-3-90

Loyal H. Loveness  
LOYAL H. LOVENESS, Trustee of  
LOYAL H. LOVENESS 1983 TRUST

Dated: 11-24-90

Ronald E. Loveness  
RONALD E. LOVENESS, Trustee of  
LOYAL H. LOVENESS 1983 TRUST

Dated: 12-3-90

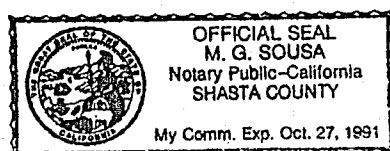
Mildred H. Loveness  
MILDRED H. LOVENESS, Trustee of  
MILDRED H. LOVENESS 1983 TRUST

Dated: 11-24-90

Ronald E. Loveness  
RONALD E. LOVENESS, Trustee of  
MILDRED H. LOVENESS 1983 TRUST

STATE OF OREGON )  
County of SHASTA ) SS.

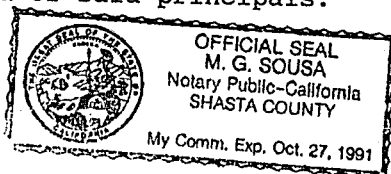
Personally appeared the above named Vinton Alan Loveness on 7th Day of December, 1990, and acknowledged the foregoing instrument to be his voluntary act and deed.



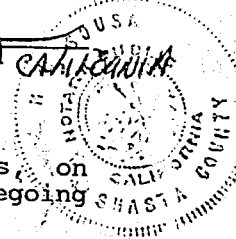
M. G. Sousa  
Notary Public for Oregon  
My Commission Expires:

24797

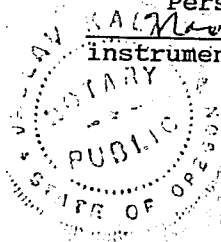
Personally appeared V.A. Loveness on 21st DAY DECEMBER, 1990, who, being duly sworn, did say that he is the attorney in fact for KATHY ADAIR ROGERS and VICKI SUE ROGAL and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged said instrument to be the act and deed of said principals.



M. G. Sousa  
Notary Public for Oregon  
My Commission Expires: June 15, 1994

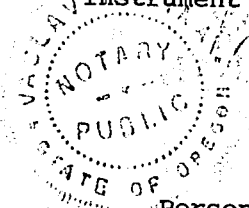


Personally appeared the above named Loren Loveness, on Nov 29th, 1990, and acknowledged the foregoing instrument to be his voluntary act and deed.



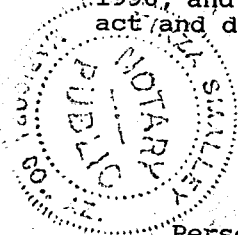
Vaclav Kalina  
Notary Public for Oregon  
My Commission Expires: June 15, 1994

Personally appeared the above named Elsie Loveness, on Nov 29th, 1990, and acknowledged the foregoing instrument to be her voluntary act and deed.



Vaclav Kalina  
Notary Public for Oregon  
My Commission Expires: June 15, 1994

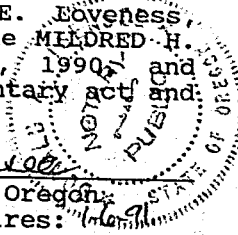
Personally appeared the above named Loyal H. Loveness, Trustee of the LOYAL H. LOVENESS 1983 TRUST, on 12-3, 1990, and acknowledged the foregoing instrument to be his voluntary act and deed.



J. K. Walker  
Notary Public for Arizona  
My Commission Expires: Nov. 11, 1992

My Commission Expires Nov. 11, 1992

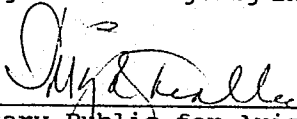
Personally appeared the above named Ronald E. Loveness, Trustee for the LOYAL H. LOVENESS 1983 TRUST and the MILDRED H. LOVENESS 1983 TRUST, on November 29, 1990, and acknowledged the foregoing instrument to be his voluntary act and deed.



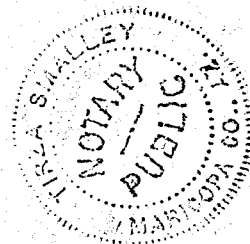
Ronald E. Loveness  
Notary Public for Oregon  
My Commission Expires: 1-6-91

24798

Personally appeared the above named Mildred H. Loveness, Trustee for the MILDRED H. LOVENESS 1983 TRUST, on December 3, 1990, and acknowledged the foregoing instrument to be her voluntary act and deed.

  
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Notary Public for Arizona  
My Commission Expires:

My Commission Expires Nov. 11, 1992



# EXHIBIT A

24799

## Parcel I:

A parcel of land situated in the SW1/4 of Section 18, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Commencing at the Northwest Corner of said SW1/4; thence North 89 degrees 56' 49" East, 1000.00 feet; thence SOUTH, 300.00 feet to the POINT OF BEGINNING of this description; thence continuing SOUTH, 1420.00 feet; thence EAST, 720.00 feet; thence NORTH 1004.00 feet; thence North 59 degrees 58' 54" West, 831.54 feet to the point of beginning.

## Parcel II:

A TRACT OF LAND SITUATED IN SECTIONS 18 AND 19, T41S, R13EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE S89°56'02"E 3005.07 FEET TO THE N1/4 CORNER OF SAID SECTION 18; THENCE S00°08'16"W, ALONG THE NORTH-SOUTH CENTER SECTION LINE, 4332.68 FEET TO A POINT MARKED WITH A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP; THENCE WEST 450.46 FEET TO A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP; THENCE NORTH 250.00 FEET TO A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP; THENCE WEST 825.00 FEET TO A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP; THENCE NORTH 704.00 FEET TO A 1/2" IRON PIN; THENCE N59°58'54"W 831.54 FEET TO A 1/2" IRON PIN; THENCE NORTH 300.00 FEET TO A 5/8" IRON PIN; THENCE S89°56'49"W 700.00 FEET TO A 5/8" IRON PIN; THENCE S89°56'49"W 240.32 FEET TO A POINT 60.00 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE S00°01'04"W, PARALLEL TO SAID SECTION LINE, 742 FEET, MORE OR LESS, TO THE CENTER LINE OF AN IRRIGATION CANAL; THENCE SOUTHEASTERLY, ALONG SAID CANAL CENTER LINE, 3180 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE N1/2NW1/4 OF SAID SECTION 19; THENCE WESTERLY, ALONG SAID LINE, 1165 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF AN IRRIGATION DITCH; THENCE, ALONG SAID RIGHT OF WAY LINE, N35°W 1350 FEET, MORE OR LESS, AND N84°30'W 150 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 19; THENCE N00°01'04"E 209.88 FEET TO THE NORTHWEST CORNER OF SAID SECTION 19; THENCE N00°01'04"E, ALONG THE WEST LINE OF SAID SECTION 18, 2029.92 FEET TO A POINT ON THE BOUNDARY OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME 114 AT PAGE 415, DEED RECORDS OF KLAMATH COUNTY; THENCE, ALONG SAID BOUNDARY LINE THE FOLLOWING COURSES AND DISTANCES, N44°38'E 209.27 FEET, N09°14'W 269.6 FEET, N13°46'E 233.6 FEET, N06°13'E 259.2 FEET, N13°36'W 224.1 FEET, N31°16'W 184.9 FEET, N07°51'W 240.2 FEET AND N21°46'W 8.9 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18; THENCE N00°01'04"E, ALONG SAID WEST LINE, 1763.37 FEET TO THE POINT OF BEGINNING, CONTAINING 280 ACRES, MORE OR LESS.

## Parcel III:

A TRACT OF LAND SITUATED IN THE SW1/4 OF SECTION 18 AND THE NW1/4 OF SECTION 19, ALL IN T41S, R13EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 18 AND 19; THENCE N00°08'16"E, ALONG THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 18, 984 FEET MORE OR LESS, TO A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP, FROM WHICH THE N1/4 CORNER OF SAID SECTION 18 BEARS N00°03'18"E 4332.68 FEET; THENCE WEST 450.46 FEET TO A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP; THENCE NORTH 250.00 FEET TO A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP; THENCE WEST 825.00 FEET TO A 5/8" IRON PIN WITH A TRU-LINE SURVEYING PLASTIC CAP; THENCE SOUTH 300.00 FEET TO A 5/8" IRON PIN; THENCE WEST 720.00 FEET TO A 5/8" IRON PIN; THENCE NORTH 720.00 FEET; THENCE S89°58'49"W 940.32 FEET TO A POINT 60.00 FEET EAST OF THE WEST LINE OF SAID SECTION 18; THENCE S00°01'04"W, PARALLEL TO SAID SECTION LINE, 742 FEET, MORE OR LESS, TO THE CENTER LINE OF AN IRRIGATION CANAL; THENCE SOUTHEASTERLY, ALONG SAID CANAL CENTER LINE, 3180 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF THE N1/2NW1/4 OF SAID SECTION 19; THENCE EAST 900 FEET, MORE OR LESS TO THE CN1/16 CORNER OF SAID SECTION 19; THENCE NORTHERLY 1348 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. CONTAINING 113 ACRES, MORE OR LESS.