

EASEMENT AGREEMENT

THIS AGREEMENT made this 14th day of May, 1991 by and between LINDELL E. WARNEKING and GOLDIE S. WARNEKING, husband and wife, hereinafter called "Warneking", and JOHN S. WILLIAMS and MARY LOU WILLIAMS, husband and wife, hereinafter called "Williams".

R E C I T A L S:

A. Warneking was the owner of a parcel of real property situated in Sections 3 and 4 of Township 41 South, Range 10 East of the Willamette Meridian, consisting of approximately 166 acres, all in Klamath County, Oregon.

B. On or about September 18, 1979, Warneking conveyed a portion of the real property to Colin L. Pope and Glenda J. Pope, husband and wife, and entered into an Easement Agreement dated September 18, 1979, recorded September 19, 1979 in Volume M-79 at page 22317, Deed Records of Klamath County, Oregon, hereinafter called the "Pope Easement Agreement".

C. On or about April 14, 1981, Warneking conveyed a portion of the real property to Fotheringham Bros., a partnership, and entered into an Easement Agreement dated April 14, 1981, recorded April 14, 1981 in Volume M-81 at page 6694, Deed Records of Klamath County, Oregon, hereinafter called the "Fotheringham Bros. Easement Agreement".

D. Warneking has agreed to sell to Williams the following described parcel of property:

The E $\frac{1}{2}$ NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

hereinafter called the "Williams Property".

E. Warneking will retain a parcel of property described as:

A tract of land situated in the NW $\frac{1}{4}$ of Section 3, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said Section 3, said point being South 00 degrees 47'55"W. a distance of 30.00 feet from the Northwest corner of said Section 3; thence S. 89 degrees 31'44"E, a distance of 446.23 feet to a 5/8" iron rod; thence S. 01 degrees 48'20"W. a distance of 2042.86 feet; thence N. 89 degrees 12'05" W. a distance of 410.32 feet to the West line of said Section 3; thence North N. 00 degrees 47'55" E. a distance of 2040.00 feet along said West line to the point of beginning, containing 20.06 acres more or less. Bearings are based on Record of Survey No. 2991.

hereinafter called the "Warneking Property".

F. Warneking hereby conveys to Williams the following interest in personal property:

90/166th interest in 75 h.p. Cornell pump with G. E. motor #5K36VK264B1, electric panels, sump tank and pump house.

1. EASEMENT AGREEMENT

90/166th interest in 3/8 mile of buried PVC 10" mainline
 90/166th interest in 1/4 mile of buried PVC 8" mainline
 90/166th interest in 1/8 mile of buried PVC 6" mainline
 90/166th interest in 50 H.P. Century booster pump

G. In consideration of the sale of the above-mentioned real property and an interest in the personal property, the parties hereto desire to establish an easement for such irrigation system and to make an agreement as to the ownership rights and liabilities of the personal property hereinabove mentioned.

NOW, THEREFORE in consideration of the covenants herein contained as follows:

IRRIGATION EQUIPMENT

Warneking grants to Williams a non-exclusive easement for sprinkler irrigation purposes and the right to enter upon the premises to operate, replace and repair the pump, motor and mainlines and appurtenances thereto. Said easement being 30 feet in width along the Northerly boundary of the Pope Property extending from the USBR "C" Canal West to the West boundary of the Pope Property; thence sixteen (16) feet in width along the Northerly boundary of the Warneking Property to the property that is being conveyed to Williams; said easement shall be a nonexclusive easement and shall benefit the Pope Property, the Fotheringham Bros. Property, the Williams Property and the Warneking Property and shall run with the land.

Williams grants to Warneking, and Warneking reserves from Williams, an easement 16 feet in width along the Easterly boundary of the Williams Property, extending from the most Northerly part thereof South to the 1/4 corner of Sections 3 and 4; said easement to be a nonexclusive easement for the benefit of Williams, Fotheringham Bros. and Warneking to run with the land.

PUMP, MOTOR AND MAINLINE AGREEMENT

1. Warneking has, by separate agreement, conveyed to Williams, an interest in the personal property described in Recital paragraph F above, hereinafter called the "Equipment".

2. The parties agree to use the Equipment for irrigation purposes only.

3. The parties may sell, assign or convey their respective interest in the Equipment to other owners of the above-described property in ratio as their acreage bears to 166 acres.

4. Each of the parties hereto, or their successors in interest, agree to pay their fractional share of the maintenance, energy costs and replacement of the Equipment. Any interest or combination of interest that exceed 83/166ths may determine what maintenance or replacement is necessary and order the work to be done. All costs above mentioned shall be paid to the parties paying the energy costs or making the repair or replacement, within thirty (30) days of notice. In the event a party fails to pay such charges within thirty (30) days, he shall be responsible for twice the cost as liquidated damages and attorney fees as awarded by the Court.

5. No party to this Agreement shall in any way misuse or waste energy or water and shall do nothing that is destructive to the Equipment. In the event of destruction of the Equipment by any of the parties hereto, their agents or representatives, through negligence or misuse, said party shall be liable to forthwith repair or replace said equipment. In the event of their failure to so repair or replace, they shall be liable to any other party who so repairs or replaces said equipment, together with any incidental costs and attorney fees in the event suit or action is instituted

2. EASEMENT AGREEMENT

to collect the same.

6. Williams, by acceptance of the conveyance of the real property above-mentioned, is bound by the terms of the Pope Agreement and the Fotheringham Bros. Agreement. Subsequent parties shall be bound by this Agreement by acceptance of a deed or other conveyance to the land mentioned in this Agreement.

WITNESS the hands and seals of the parties the day and year first hereinabove written.

Lindell E. Warneking
Lindell E. Warneking

Goldie S. Warneking
Goldie S. Warneking

John S. Williams
John S. Williams

Mary Lou Williams
Mary Lou Williams BY
JOHN S. WILLIAMS HER ATTORNEY IN FACT
By John S. Williams

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above-named LINDELL E. WARNEKING and GOLDIE S. WARNEKING, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Duke B. Bigham
Notary Public for Oregon
My Commission expires: 12-19-92

STATE OF OREGON,)
County of Klamath) ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 14th day of May, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John S. Williams for himself and as attorney-in-fact for Mary Lou Williams

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Duke B. Bigham
Notary Public for Oregon.
My Commission expires 12-19-92

AFTER RECORDING RETURN TO:
LINDELL WARNEKING
P.O. BOX 400
Merrill, Oregon 97633

3. EASEMENT AGREEMENT

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Klamath County Title co.
on this 17th day of May A.D. 19 91
at 9:01 o'clock A.M. and duly recorded
in Vol. M91 of Deeds Page 9301
Evelyn Biehn County Clerk
By Debra Mullendore Deputy.
Fee, \$38.00