

IRRIGATION PUMP AND DISTRIBUTION LINE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March, 1993, by and between LARRY E. and CAROLYN F. PEACORE, First Party, and Rita Patricia Coryell and Richard Coryell, wife and husband, Second Party, and Ronald L. Poole, Third Party.

W I T N E S S E T H:

WHEREAS, First Party, along with Laurie Peacore and Joseph Werlinger, Jr., are the owners of the following-described parcel situated in the SW 1/4 of Sec. 9, Twp. 39 S., R. 10, E. W. M., Klamath County, Oregon, being more particularly described as follows:

PARCEL 1:

Beginning at a 1/2 inch iron pin marking the Southwest corner of the West 1/2 East 1/2 NE1/4SW1/4 of Sec. 9; thence North 0 degree 14'19" East, 446.60 feet to a 1/2 inch iron pin; thence North 0 degree 10'38" East 273.23 feet to a 1/2 inch iron pin; thence South 89 degree 27'29" East, 328.50 feet to a 1/2 inch iron pin on the East line of said West 1/2 East 1/2 NE1/4SW1/4; thence South 0 degree 6'40" West along said East line West 1/2 East 1/2 NE1/4SW1/4, 717.87 feet to a 1/2 inch iron pin marking the Southeast corner of said West 1/2 East 1/2 NE1/4SW1/4; thence North 89 degree 48' West along the South line of said NE1/4SW1/4 329.80 feet to the point of beginning containing, together with: An easement for roadway purposes 30.00 feet in width across the Westerly portion of the West 1/2 East 1/2 NE1/4SW1/4 of said Sec. 9, being adjacent to and Easterly of the West line thereof and beginning at the North line of said West 1/2 East 1/2 NE1/4SW1/4 and terminating at the North line of the above-described parcel.

TL 600

and

WHEREAS First Party is owner of North 1/2 of Parcel 2.

Kevin and Robyn Melliush have purchased the South 1/2 of Parcel 2.

PARCEL 2:

Beginning at a 1/2 inch iron pin marking the Northeast corner of said SW1/4; thence South along the East line of said SW1/4, 1268.97 feet to a 1/2 inch iron pin on the Westerly right-of-way of Pine Grove Road, a county road; thence Southwesterly along said right-of-way line (long chord - South 14 degree 37'27" West, 64.82 feet) to a 1/2 inch iron pin at the intersection of said right-of-way line with the South line of the NE1/4 of said SW1/4; thence North 89 degree 48' West along said South line of NE1/4SW1/4, 313.44 feet to a 1/2 inch iron pin marking the Southwest corner of the East 1/2 East 1/2 of said NE1/4SW1/4; thence North 0 degree 6'40" East along the West line of said East 1/2 East 1/2 NE1/4SW1/4, 1335.70 feet to a 1/2 inch iron pin marking the Northwest corner of said East 1/2 East 1/2 NE1/4SW1/4; thence South 89 degree 6'22" East along the North line of said SW1/4 327.25 feet to the point of beginning.

TL 100

and

WHEREAS, Third Party is the owner of the following-described parcels situated in the SW1/4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, in the county of Klamath, State of Oregon:

PARCEL 3:

Beginning at a 1/2 inch iron pin marking the Northeast corner of W1/2NE1/4NE1/4SW1/4 of said Section 9; thence South 00 degree 06'40" West 325.00 feet to a 1/2 inch iron pin; thence North 89 degree 44'59" West, 149.28 feet to a 1/2 inch iron pin; thence North 00 degree 53'38" East, 326.65 feet to the North line of said SW1/4; thence South 89 degree 06'22" East along said North line of the SW1/4, 144.83 feet to the point of beginning.

TL 200

PARCEL 4:

Beginning at a 1/2 inch iron pin marking the Northwest corner of the NE1/4NE1/4SW1/4 of said Section 9; thence South 80 degree 16'22" East along the North line of said SW1/4, 182.41 feet; thence leaving said North line of the SW1/4, South 00 degree 53'38" West 326.65 feet to a 1/3 inch iron pin; thence North 89 degree 44'59" West 178.73 feet; thence North 00 degree 15'01" East, 328.68 feet to the point of beginning.

TL 300

WHEREAS the Second Party is the owner of the following

Parcel:

PARCEL 5:

Beginning at a 1/2 inch iron pin from which the Northeast corner of the W1/2NE1/4NE1/4SW1/4 of said Section 9 bears North 00 degree 06'40" East, 325.00 feet; thence South 00 degree 06'40" West, 146.85 feet to a 1/2 inch pin; thence North 89 degree 27'28" West, 328.33 feet; thence north 00 degree 10'38" East, 27.26 feet to a 1/2 inch iron pin; thence North 00 degree 15'01" East, 117.91 feet; thence South 89 degree 44'59" East, 328.01 feet to the point of beginning.

TL 400

and

WHEREAS, the pump provides irrigation water for First Party's (along with Laurie Peacore and Joseph Werlinger Jr.), Second Party's, and Third Party's property and additional parcel of real property, now owned by Kevin and Robyn Melliush.

and

WHEREAS, the parties wish to enter into a permanent agreement for the use, operation and maintenance of the pump and distribution lines:

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. First Party does hereby give and grant unto Second Party

and Third Party, their heirs and assigns, for the benefit of their real property above-described, the perpetual non-exclusive right and easement for a 1/2 interest in and to said pump and existing distribution lines, for irrigation purposes only.

2. It is mutually covenanted and agreed that the pump currently serves other property, owned by Kevin and Robyn Melliush.

3. The parties mutually covenant and agree that the cost of operation, maintenance, repair and replacement of any equipment used in connection with the pump and distribution lines shall be shared by the parties as follows: Second Party 1/6, Third Party 2/6, First Party 2/6, of which 1/6 is shared with Laurie Peacore and Joseph Werlinger Jr., and Kevin and Robyn Melliush 1/6. First Party shall be solely responsible for, and in charge of, the maintenance, repair and replacement of the distribution lines from the pump to Second Party's property. Second Party and Third Party shall reimburse First Party for the cost of any maintenance, repair and replacement incurred by First Party for distribution lines to Second Party's property.

4. It is mutually covenanted and agreed by all of the parties hereto, on behalf of themselves, their heirs, successors and assigns, that in the event any owner of either of said parcels of land shall, at any time hereafter, institute any action, suit or proceeding to enforce any of the covenants and agreements herein contained and/or for damages for breach of the same, that the Court may award the prevailing party in such suit, action or proceeding, such sum as it may adjudge reasonable for

said prevailing party's attorneys's fees therein, in addition to the usual costs and disbursements provided by law.

5. This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first herein mentioned.

LARRY E. and CAROLYN F. PEACORE

LAURIE PEACORE and JOSEPH WERLINGER, JR.

BY Larry E. Peacore

BY Carolyn F. Peacore

BY Laurie Peacore

BY Joseph Werlinger, Jr.

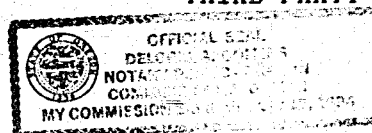
FIRST PARTY

STATE OF OREGON)
) SS
County of Klamath)

On this 14th day of April, 1993, before me, a Notary Public in and for said county and state, personally appeared Larry E. Peacore, Carolyn F. Peacore, Laurie Peacore, and Joseph Werlinger, Jr., of the State of Oregon, County of Klamath, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

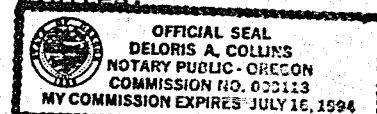
Deloris A. Collins
Notary Public for Oregon
My Commission Expires:



STATE OF OREGON)
) SS
County of Klamath)

On this 7th day of April, 1993, personally appeared the above named Rita Patricia Coryell and Richard Coryell, wife and husband, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

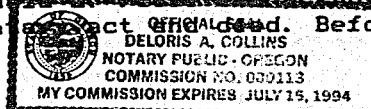
Deloris A. Collins
Notary Public for Oregon
My Commission Expires:



STATE OF OREGON)
) SS
County of Klamath)

On this 14th day of April, 1993, personally appeared the above-named Ronald L. Poole and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Deloris A. Collins
Notary Public for Oregon
My Commission Expires:



STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Larry Peacore the 27th day of April A.D., 19 93 at 11:35 o'clock A. M., and duly recorded in Vol. M93 of Deeds on Page 9004.

FEE \$35.00

Evelyn Biehn - County Clerk

By Deloris A. Collins