

EASEMENT AGREEMENT
CONVEYANCE OF PERSONAL PROPERTY
AND
MAINTENANCE AND REPAIR AGREEMENT

UTC35716KD

THIS AGREEMENT made this 14 day of July, 1995 by and between LINDELL E. WARNEKING and GOLDIE S. WARNEKING, husband and wife, hereinafter called "Warneking", and ROY L. HERRING and JOSEPHINE HERRING, husband and wife, hereinafter called "Herring".

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. On or about May 14, 1991, Warneking conveyed a portion of the real property to John S. Williams and Mary Lou Williams, husband and wife, and entered into an Easement Agreement dated May 14, 1991, recorded May 17, 1991 in Volume M-91 at page 9301, Deed Records of Klamath County, Oregon, hereinafter called the "Williams Easement Agreement".

E. Warneking has agreed to sell to Herring the following described parcel of property:

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°47'55" West a distance of 30.00 feet from the Northwest corner of said Section 3; thence South 89°31'44" East a distance of 446.23 feet to a 5/8 inch iron rod; thence South 01°48'20" West a distance of 2042.86 feet; thence North 89°12'05" West a distance of 410.32 feet to the West line of Section 3; thence North 00°47'55" East a distance of 2040.00 feet along said West line to the point of beginning.

hereinafter called the "Herring Property".

F. Warneking will have conveyed all of their interest in the real property described in Recital A, above.

G. In consideration of the sale of the above-mentioned real property, the easements appurtenant thereto and subject thereto, as created by the Pope Easement Agreement, the Fotheringham Bros. Easement Agreement and the Williams Easement Agreement, and all of Warneking's interest in the irrigation equipment, the parties hereto desire to establish and to make an agreement as to the ownership rights and liabilities of the personal property

1. EASEMENT AGREEMENT

hereinafter mentioned.

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

CONVEYANCE OF IRRIGATION EQUIPMENT

Warneking by this Agreement hereby conveys to Herring all of Warneking's interest in the following personal property, hereinafter called the "Equipment", which Warneking believes to be:

- 23/166th interest in 75 h.p. Cornell pump with G. E. motor #5K36VK264B1, electric panels, sump tank and pump house.
- 23/166th interest in 942' of buried PVC 10" mainline
- 45/166th interest in 1,038' of buried PVC 10" mainline
- 45/166th interest in $\frac{1}{4}$ mile of buried PVC 8" mainline
- 45/166th interest in $\frac{1}{8}$ mile of buried PVC 6" mainline
- 45/166th interest in 50 H.P. Century booster pump

IRRIGATION EASEMENTS

Pope Appurtenant Easement. Warneking grants to Herring 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. Said easement shall be a nonexclusive easement and shall benefit the Pope Property, the Fotheringham Bros. Property, the Williams Property and the Herring Property and shall run with the land.

Williams Appurtenant Easement. Warneking grants to Herring a non-exclusive easement for sprinkler irrigation purposes and the right to enter upon the premises to operate, replace and repair the irrigation equipment and mainlines and appurtenances thereto. Said easement being 16 feet in width along the Easterly boundary of the Williams Property, extending from the most Northerly part thereof South to the $\frac{1}{4}$ corner of Sections 3 and 4. Said easement shall be a nonexclusive easement and shall benefit the Fotheringham Bros. Property, the Williams Property and the Herring Property and shall run with the land.

Negative Easement. The conveyance of the Herring Property is subject to a nonexclusive easement for irrigation purposes. Said easement being sixteen (16) feet in width along the Northerly boundary of the Herring Property. Said easement shall be a nonexclusive easement and shall benefit the Fotheringham Bros. Property, the Williams Property and the Herring Property and shall run with the land.

PUMP, MOTOR AND MAINLINE AGREEMENT

1. Herring agrees to use the Equipment for irrigation purposes only.

2. Herring 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.

3. Herring, 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

2. EASEMENT AGREEMENT

thirty (30) days, he shall be responsible for twice the cost as liquidated damages and attorney fees as awarded by the Court.

5. Herring shall not 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 to collect the same.

6. Herring, by acceptance of the conveyance of the real property above-mentioned, is bound by the terms of the Pope Agreement, the Fotheringham Bros. Agreement, and the Williams 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

Roy L. Herring
Roy L. Herring

Josephine Herring
Josephine Herring

STATE OF OREGON)
) ss.
County of Klamath)

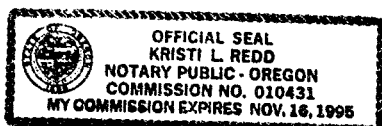
Personally appeared the above-named LINDELL E. WARNEKING and GOLDIE S. WARNEKING, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Kristi L. Redd
Notary Public for Oregon
My Commission expires: 11/16/95

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named ROY L. HERRING and JOSEPHINE HERRING, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Kristi L. Redd
Notary Public for Oregon
My Commission expires: 11/16/95

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 17th day
of July A.D. 19 95 at 3:44 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 18432

FEE \$40.00

By Bernetha G. Letson County Clerk