

31142

DATED: November 8, 1996

PARTIES: REAMES GOLF & COUNTRY CLUB, INC.,
an Oregon corporation

("Reames")

And

FRED FAHNER and JESSIE FAHNER

("Fahners")

RECITALS:

The Fahners are members of Reames and the developers of Phase 1 of Juniper Ridge Estates, Klamath Falls, Oregon. Juniper Ridge Estates Phase 1 consists of 11 lots of which 9 are available for single-family residences. The westerly boundary of Juniper Ridge Estates borders a portion of real property owned by Reames, which real property has been developed as a golf and country club. The Fahners, on behalf of themselves and each owner of a residential lot in Juniper Ridge Estates Phase 1, have requested that Reames grant to the Fahners, for the benefit of each such lot owner who is also a member of Reames, an Easement across a portion of Reames' property for the development by Fahners of a golf cart path. Reames has agreed to grant said Easement on the following terms and conditions. The parties, therefore, agree as follows:

1. Reames does hereby grant to the Fahners and their successors in interest and to each other owner of a residential lot in Juniper Ridge Estates Phase 1, Klamath Falls, Oregon, and to their successors in interest, an Easement for access to Reames Golf Course which Easement shall be no more than five feet in width and shall run in a generally northwesterly direction from the west corner common to Lots 7 and 8 of Phase 1 of Juniper Ridge Estates to a point on the existing golf cart path adjacent to the green on Hole No. 6 of Reames Golf Course. The general location of said Easement is shown on the Plat attached hereto as Exhibit "A." The actual location of the Easement shall be established by Reames Maintenance Supervisor. The Easement granted hereby shall be appurtenant to and for the benefit of each of the lots in Juniper Ridge Estates, and the Fahners shall provide access to said golf cart path for each lot in said development, for the use of lot owners who are also members of Reames. Provided, however, that each lot owner - Reames member who desires to use the Easement shall first obtain the written approval of Reames for the use of the Easement.

2. The use of the path shall be restricted to golf carts, hand-pulled carts, and foot traffic. It shall not be used by any motorcycle, recreational vehicle, bicycle, or any other form of transportation. The cart path shall only be used by lot owners who are also members of Reames. The lot owners of Juniper Ridge Estates shall be responsible for monitoring and controlling the use of said golf cart pathway, and said pathway shall not be open to or used by the general public. All lot owner - Reames members shall use the Easement and golf course in strict compliance with the course rules now existing and as may be hereafter amended.

3. The golf cart pathway shall be constructed by Fahners at their sole expense to the standards and requirements of Reames' Golf Course Maintenance Supervisor. After construction of the golf cart path, Fahners and their successors in interest shall be solely responsible and liable

for the maintenance and upkeep of said path.

4. Any necessary maintenance and repairs shall be performed in a prompt and diligent manner and on a regular basis.

5. In the event that the pathway is not maintained in good condition, or if there are no lot owners who are also members of Reames, or if there are other breaches of the terms of this Easement, then Reames, in its sole discretion, shall have the right to remove the pathway and terminate this Easement.

6. Fahnners and their successors in interest shall indemnify and hold Reames harmless from any damages or liability arising from the construction and use of said pathway.

7. At the time of execution of this Easement, Reames has no vacant cart storage areas available for rent. If in the future Reames has such storage vacant and available for rent, Fahnners and each other member authorized to use the cart path shall pay to Reames amounts equal to that paid by other Reames members for storage of their carts in Reames' cart storage facilities.

8. In the event that either party shall fail to perform its obligations under this Easement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunction relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.

9. In the event of any litigation arising under this Easement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney's fees at trial or on appeal as adjudged by the trial or appellate court.

10. The rights, covenants, and obligations contained in this Easement shall bind, burden, and benefit each party's successors and assigns.

REAMES GOLF & COUNTRY CLUB, INC.

By: Thomas M. Shaw
Its President

[Signature]
Fred Fahner

[Signature]
Jessie Fahner

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of William Ganong the 10th day
of January A.D., 19 97 at 2:50 o'clock P M., and duly recorded in Vol. M97
of Deeds on Page 803

FFE \$35.00

Bernetha G. Latsch, County Clerk
by [Signature]