

AFTER RECORDING, RETURN TO: William M. Ganong
514 Walnut Avenue
Klamath Falls OR 97601

RECIPROCAL EASEMENT

THIS AGREEMENT is made as of the 1st day of April, 1998, by and between:

DONALD R. SCHWARTZ
Initial Trustee of the Schwartz Family Trust
2725 Refugio Road
Santa Ynez, California 93460, herein called "Schwartz"; and

PAUL E. LANDRUM, NANCY L. LANDRUM, DAVID C. ELLIOTT, ELOISE J.
ELLIOTT, STANLEY D. PARKER, COLLEEN M. PARKER, KENNETH H.
LANDRUM, and JEANNE C. LANDRUM

2205 Kimberly Drive
Klamath Falls, Oregon 97603, herein called "Landrums."

RECITALS:

A. Landrums are the owners as tenants in common of the real property described on Exhibit A attached hereto and incorporated herein by this reference.

B. Schwartz is the owner of adjoining real property, which includes the following described real property located in Klamath County, Oregon, to-wit:

The South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, and the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 35, Township 35 South, Range 14 EWM.

C. A portion of the real property owned by Schwartz is irrigated through an irrigation system with water diverted from the North Fork of the Sprague River. The turnout and diversion structures for the Schwartz irrigation system are located on the real property owned by Landrums. In addition, a portion of the irrigation ditch which serves the Schwartz property crosses the easterly portion of the Landrums' said property.

D. The Landrums have fished along that portion of the North Fork of the Sprague River which crosses Schwartz' property in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 35.

RECIPROCAL EASEMENT

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E. By this Agreement, the parties intend to create reciprocal easements for the use of each other's property described above. The parties, therefore, agree as follows:

1. In consideration for the easement granted by Schwartz to Landrums described in paragraph 2. below, Landrums do hereby grant unto Schwartz a perpetual, nonexclusive easement on, over, across, and along that portion of Landrums' property described on Exhibit A which lies southerly and easterly of the thread of the North Fork of the Sprague River for the purpose of operating, maintaining, replacing, and improving the irrigation diversion structures and the irrigation canal, which serves the real property owned by Schwartz and which lies on said portion of Landrums' real property.

2. In consideration for the easement granted by Landrums to Schwartz described in paragraph 1. above, Schwartz does hereby grant to Landrums a perpetual non-exclusive easement on that portion of Schwartz' land lying in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 35 for Landrums' recreational use, which recreational use may include fishing, hiking along the banks of the North Fork of the Sprague River as it crosses said land, and floating and swimming in that portion of the North Fork of the Sprague River. Provided, however, that the easement granted to Landrums shall not include or be used for the crossing of the Schwartz property with motorized vehicles.

3. Each of the above-described easements shall be appurtenant to and benefit the respective ownerships of the parties, including any additional land currently owned by the parties, or any land hereafter acquired by the parties, their successors, or assigns, which is contiguous to any of the real property currently owned by the parties.

4. No party's rights hereunder shall lapse as a result of the party's failure to use the easement.

5. Each party shall continuously maintain broad form public liability insurance with minimum combined limits of not less than \$300,000, which said policies shall provide liability coverage for any act or omission relating to the use of the easements granted hereby. Each party hereby agrees to indemnify and hold harmless the other party from any liability, damages and costs, including attorney's fees arising out of the usage of the easements established hereby.

6. No party shall unreasonably curtail or impede the use of the easements granted hereby.

7. Each party agrees to use the easements in a reasonable manner which does not unduly interfere with the use of the servient land by the owner thereon and in a manner which does not unreasonably interfere with the activities of the owner of the land.

8. In the event of a breach of this agreement, the other party shall be entitled to

require performance of the agreement by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law. In the event of any litigation arising under this agreement, 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 court.

9. The easements granted hereby shall run with the land as to all property burdened and benefitted by such easements, including any division or partition of such property. The rights, covenants, and obligations contained in this agreement shall bind, burden, and benefit each party's successors and assigns, lessees, mortgagees, or beneficiaries under Deeds of Trust.

WITNESS the hands of the parties as of the date first herein set forth.

SCHWARTZ FAMILY TRUST

By Donald R. Schwartz
Donald R. Schwartz

Paul E. Landrum
Paul E. Landrum

Nancy L. Landrum
Nancy L. Landrum

David C. Elliott
David C. Elliott

Eloise J. Elliott
Eloise J. Elliott

Stanley D. Parker
Stanley D. Parker

Colleen M. Parker
Colleen M. Parker

Kenneth H. Landrum
Kenneth H. Landrum

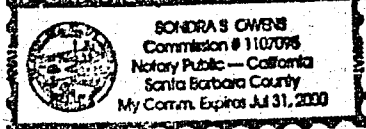
Jeanne C. Landrum
Jeanne C. Landrum

20944

STATE OF CALIFORNIA, County of SANTA BARBARA ss.

On JUNE 3, 1998 before me, SONDRA S OWENS Notary Public, personally appeared Donald R. Schwartz, personally known to me or ~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person executed the instrument.

WITNESS my hand and official seal.

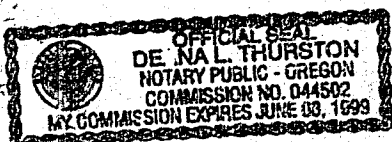


Sandra Owens

Signature of Notary

STATE OF OREGON, County of Klamath) ss.

Personally appeared this 30th day of April, 1998, the above named Paul E. Landrum and acknowledged the foregoing instrument to be his voluntary act and deed.



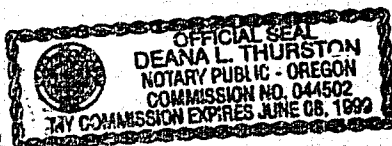
Deana L. Thurston

Notary Public for Oregon

My Commission Expires: 6/8/99

STATE OF OREGON, County of Klamath) ss.

Personally appeared this 30th day of April, 1998, the above named Nancy L. Landrum and acknowledged the foregoing instrument to be her voluntary act and deed.



Deana L. Thurston

Notary Public for Oregon

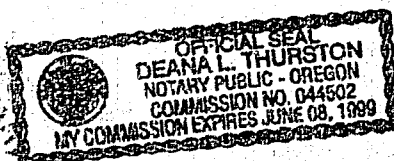
My Commission Expires: 6/8/99

RECIPROCAL EASEMENT

STATE OF OREGON, County of Klamath) ss.

Personally appeared this 30th day of April, 1998, the above named David C. Elliott and acknowledged the foregoing instrument to be his voluntary act and deed.

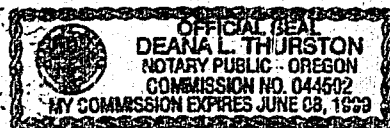
Deana L. Thurston
Notary Public for Oregon
My Commission Expires: 6/8/99



STATE OF OREGON, County of Klamath) ss.

Personally appeared this 30th day of April, 1998, the above named Eloise J. Elliott and acknowledged the foregoing instrument to be her voluntary act and deed.

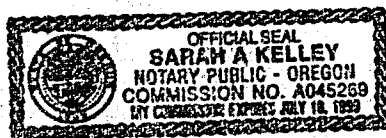
Deana L. Thurston
Notary Public for Oregon
My Commission Expires: 6/8/99



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STATE OF OREGON, County of Klamath) ss.

Personally appeared this 30 day of April, 1998, the above named Stanley D. Parker and acknowledged the foregoing instrument to be his voluntary act and deed.

Sarah A. Kelley
Notary Public for Oregon
My Commission Expires: July 10, 1999



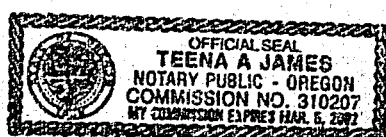
RECIPROCAL EASEMENT

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STATE OF OREGON, County of Klamath ss.

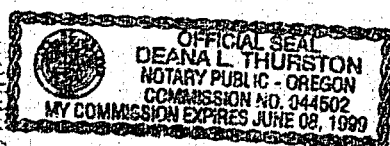
Personally appeared this 1st day of ^{may} April, 1998, the above named Colleen M. Parker and acknowledged the foregoing instrument to be her voluntary act and deed.



Teena A. James
Notary Public for Oregon
My Commission Expires: 3-5-02

STATE OF OREGON, County of Klamath ss.

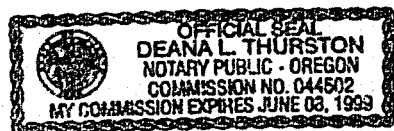
Personally appeared this 30th day of April, 1998, the above named Kenneth H. Landrum and acknowledged the foregoing instrument to be his voluntary act and deed.



Deana L. Thurston
Notary Public for Oregon
My Commission Expires: 6/8/99

STATE OF OREGON, County of Klamath ss.

Personally appeared this 30th day of April, 1998, the above named Jeanne C. Landrum and acknowledged the foregoing instrument to be her voluntary act and deed.



Deana L. Thurston
Notary Public for Oregon
My Commission Expires: 6/8/99

RECIPROCAL EASEMENT

A Parcel of Land lying in the $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ of Section 35, Twp. 35 S., R. 14 E., W.M., Klamath County, Oregon, more particularly described as follows: Starting at the NE Corner of the $SW\frac{1}{4}$ of said Section, which Corner is marked by a Brass Cap set in a mound of stone (labeled "CTR $\frac{1}{4}$ SC, S35, 3641"); Thence South $0^{\circ}54'$ East along the Easterly Boundary of the $SW\frac{1}{4}$ 288.75 feet more or less to the Right and Northerly bank of the North Fork of Sprague River; Thence South $0^{\circ}54'$ East along the Easterly Boundary of the $SW\frac{1}{4}$ to its intersection with the Medial Line of the North Fork of Sprague River, which intersection is the True Point of Beginning of this description; Thence South $0^{\circ}54'$ East along the Easterly Boundary of the $SW\frac{1}{4}$ to the SE Corner of the $NE\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ of said Section, which Corner lies 226.71 Feet Southerly from the Left (South) Bank of the North Fork of Sprague River, and which corner is monumented by a Brass Cap set in a mound of stone (labeled "1/32 GANONG 3641"); Thence South $89^{\circ}59'$ West along the South Line of the $N\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ 726.0 feet; thence North $0^{\circ}50'30''$ West 226.71 feet; Thence North $89^{\circ}59'$ East 264 feet; Thence South 30° East to the Medial Line of the North Fork of Sprague River; Thence Easterly and Upstream along said Medial Line of the North Fork of Sprague River to the True Point of Beginning. The Parcel to which the above description applies contains 4.10 acres, more or less.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William M. Ganong the 18th day
of June A.D., 19 98 at 10:36 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 20941.

FEE \$60.00

By Bernetha G. Leisch, County Clerk
Kathleen Ross