

THIS DECLARATION is made by ANN S. FAIRCLO, DAVID P. FAIRCLO, SUSAN E. HOUSE (formerly known as Susan E. Fairclo) and RICHARD S. FAIRCLO, herein referred to as "Owners."

Owners are fee simple owners of the real estate in Klamath County, Oregon described as Klamath County Land Partition LP 51-97, which real property is the same as is the subject of Klamath County Land Partition LP 27-99. Such property is referred to herein as "the land." A prior declaration regarding such real property and other real property owned by Owners was recorded at Klamath County Records at M98 Page 14439. This document **HEREBY TERMINATES AND REPLACES IN ITS ENTIRETY** such declaration and other declaration of Owners, including that recorded at Klamath County Records at M98 Page 14439.

WHEREAS, reference herein to Parcels 1, 2 and 3 are references to the respective parcels in said Land Partition LP 27-99;

WHEREAS, Owners are fee simple owners of the real estate in Klamath County, Oregon described in deed recorded in Klamath County records at M88, Page 8667, herein referred to as "drainfield";

WHEREAS, Owners wish to establish an easement for use of well water delivery, two easements for irrigation delivery, an easement for road access, easement for use of septic drainfield, drainfield delivery line and drainage which will benefit and burden the land as herein set forth; and

The following is declared and agreed to be restrictions and benefits on the title to the land and to run with the land:

Owners hereby create an easement across the westerly 16 feet of Parcel 2 for the purposes of irrigation delivery system and for installation and maintenance of such delivery system and for drainage. This easement is for the mutual benefit of Parcels 2 and 1 and shall burden Parcel 2.

Owners hereby create an easement across the easterly 16 feet of Parcels 2 and 3 located including along the existing irrigation delivery system (pipe) for the purposes of irrigation delivery system and for installation and maintenance of such delivery system and for drainage. This easement is for the mutual benefit of Parcels 1, 2, and 3 and shall burden Parcels 2 and 3.

Owners hereby create an easement for septic outflow at the existing improvements for use septic drainfield. This easement burdens drainfield and benefits the land.

Owners hereby create an easement for septic delivery line located 5 feet on either side of the existing septic outflow delivery line which runs

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across Parcels 2 and 3. This easement burdens Parcels 2 and 3 and benefits Parcels 1, 2, and 3.

Owners hereby create an easement for road and utility purposes located on parcels 2 and 3, such easement being 150 feet by 194 feet and is created and marked upon Land Partition 27-99 as "ACCESS EASEMENT." This easement burdens Parcels 2 and 3 and benefits Parcels 1, 2, and 3, and includes access to Highway 39, permit No. 25627.

Owners hereby create a mutual easement across Parcel 2 and 3 for the existing well, and for installation and maintenance of pump, utility delivery system, and water delivery system to deliver water to Parcels 1 and 2. Delivery to Parcel 1 shall be generally from the existing well northerly to easement above referenced for road and utility purposes and across such easement to Parcel 1.

Owners hereby create an easement for irrigation tail water and storm water drainage 16 feet wide as established and marked upon Land Partition 27-99. This easement burdens Parcels 2 and 3 and benefits Parcels 1, 2 and 3.

The rights, duties, liabilities, and obligations regarding such easements shall be by agreement of the parties. HOWEVER, in the event that such rights, duties, liabilities, and obligations are not so agreed and committed to writing, the following terms shall control:

The owner of each parcel shall be responsible for construction, and maintenance of their respective pumps, utilities, roads and water delivery lines to each respective parcels. The owners of each Parcel shall prorate the costs of all common maintenance and construction costs, unless such common maintenance and costs is caused by the activities of one of the parties or their agents, contractors or employees in which case such common maintenance and costs shall be borne by the owners of such Parcel or Parcels causing or benefiting from such costs. For purposes herein "common maintenance and costs" shall be maintenance of shared facilities such as the well and casing, road or other improvement. It is recited herein that the owners of such Parcels shall locate in such well their own pump, utility delivery and water delivery lines whenever possible.

In the event that a dispute arises as regards the subject matter of this declaration, the owners shall submit to arbitration where each party appoints one arbitrator and those two arbitrators choose a third. The three arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties. In the event that dispute is among more than two parties, alternate arbitration procedures shall be agreed upon by the parties, or if such parties fail to agree, then arbitration shall be according to the American Arbitration Association.

If suit or action is instituted to enforce any of the provisions of this declaration, the party prevailing therein shall be entitled to recover from the

other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

Withdrawal of the rights and obligations of the respective premises or the inclusion of additional premises shall be effective only upon written consent of all owners of Parcel 1, Parcel 2 and of Parcel 3 and upon such terms that are mutually agreeable.

IN WITNESS WHEREOF, Owners hereunto set their hands this date as below stated.

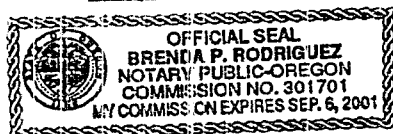
David S. Fairclo, Trustee  
[Signature]

STATE OF OREGON

}  
 } ss.  
 }

County of Klamath

The foregoing instrument was acknowledged before me this 3 day of December, 1999, by Richard S. Fairclo.



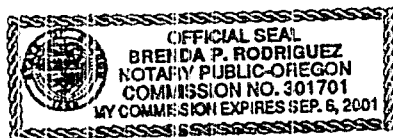
[Signature]  
 Notary Public for Oregon  
 My Commission expires:

STATE OF OREGON

}  
 } ss.  
 }

County of Harnath

The foregoing instrument was acknowledged before me this 3 day of December, 1999, by David P. Fairclo. Ann S. Fairclo, Trustee



[Signature]  
 Notary Public for Oregon  
 My Commission expires: 9-6-01

STATE OF OREGON

}  
 } ss.  
 }

County of Klamath

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1999, by Susan F. House, formerly known as Susan E. Fairclo.

\_\_\_\_\_  
 Notary Public for Oregon  
 My Commission expires:

other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

Withdrawal of the rights and obligations of the respective premises or the inclusion of additional premises shall be effective only upon written consent of all owners of Parcel 1, Parcel 2 and of Parcel 3 and upon such terms that are mutually agreeable.

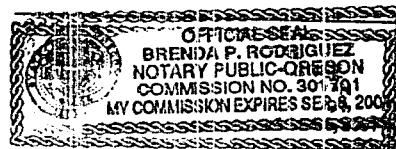
IN WITNESS WHEREOF, Owners hereunto set their hands this date as below stated.

*David S. Fairclo, Jr.*  
*Susan F. House*

STATE OF OREGON

County of Klamath

} ss.



The foregoing instrument was acknowledged before me this 2 day of December, 1999, by Richard S. Fairclo.

*Brenda P. Rodriguez*  
 Notary Public for Oregon  
 My Commission expires: 9-6-01

STATE OF OREGON

County of \_\_\_\_\_

} ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1999, by David P. Fairclo.

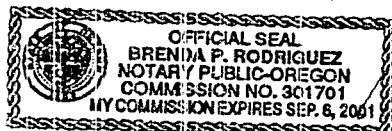
\_\_\_\_\_  
 Notary Public for Oregon  
 My Commission expires:

STATE OF OREGON

County of Klamath

} ss.

The foregoing instrument was acknowledged before me this 3 day of December, 1999, by Susan F. House, formerly known as Susan E. Fairclo.



*Brenda P. Rodriguez*  
 Notary Public for Oregon  
 My Commission expires: 9-6-01

other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

Withdrawal of the rights and obligations of the respective premises or the inclusion of additional premises shall be effective only upon written consent of all owners of Parcel 1, Parcel 2 and of Parcel 3 and upon such terms that are mutually agreeable.

IN WITNESS WHEREOF, Owners hereunto set their hands this date as below stated.

David P. Fairclo

STATE OF OREGON

County of Klamath

}  
} ss.  
}

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1999, by Richard S. Fairclo.

Notary Public for Oregon  
My Commission expires:

State of Oregon, County of Klamath  
Recorded 12/08/99, at 2:15 p. m.  
In Vol. M99 Page 48346  
Linda Smith,  
County Clerk Fee \$ 50<sup>00</sup>

STATE OF OREGON

County of Deschutes

}  
} ss.  
}

The foregoing instrument was acknowledged before me this 6 day of December, 1999, by David P. Fairclo.



Diana Pratt  
Notary Public for Oregon  
My Commission expires:

STATE OF OREGON

County of Klamath

}  
} ss.  
}

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 1999, by Susan F. House, formerly known as Susan E. Fairclo.

Notary Public for Oregon  
My Commission expires: