

mrc-53721 PS

**AGREEMENT AND RESERVATION OF EASEMENTS**

THIS AGREEMENT, made and entered into this 27th day of April, 2001 by and between L. FRANK GOODSON and LILLIE L. GOODSON, husband and wife, hereinafter called the first party, and FRANCIS E. LEWIS and IDA M. LEWIS, husband and wife, hereinafter called the second party;

WHEREAS: the first party is the record owner of Parcels A and C, as described in Exhibit 1 and as shown on the map, Exhibit 2, both exhibits being attached hereto and made a part hereof, and has the right to grant the easements and reserve the easements hereinafter described relative to the real estate, and;

WHEREAS: the second party is the record owner of Parcel B, as described in Exhibit 1 and as shown on the map, Exhibit 2, and has the right to grant the easements hereinafter described relative to the real estate, and;

NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party they agree as follows:

The first party does hereby grant, assign and set over to the second party a non exclusive perpetual 10 feet wide easement for irrigation purposes over the land described as Easement A of Exhibit 3, said exhibit being attached hereto and made a part hereof. Said easement is for the benefit of the land described as Parcel B of Exhibit 1.

The first party does also hereby reserve the same non exclusive perpetual 10 feet wide easement for irrigation purposes (Easement A of Exhibit 3) with said easement being for the benefit of the lands described as Parcels A and C of Exhibit 1.

The first party does also hereby reserve and grant a non exclusive perpetual 10 feet wide easement (Easement D of Exhibit 3) for irrigation and drainage purposes with said easement being for the irrigation benefit of Parcel C and the drainage benefit of Parcel B of Exhibit 1.

The first party does also hereby reserve and grant a non exclusive perpetual 10 feet wide easement (Easement E of Exhibit 3) for livestock watering purposes with said easement being for the benefit of Parcels A and B of Exhibit 1. Said easement includes the right and responsibility of the owner of Parcel B to maintain a small pump in the concrete cistern located at the northwest end of said Easement E to pump livestock water to two watering tanks, one located on the easement alignment on Parcel A and the other located on the easement alignment on Parcel B.

The first party does also hereby grant a right for Parcels A and B to drain water unto Parcel C, via existing culverts under the Burlington Northern Railroad track, as has been done historically. The owner of Parcel C shall have the right to use, direct and/or drain

4/1/01

said water (once it is on Parcel C) as he sees fit, providing it does not back up to Parcels A or B.

The second party does hereby grant, assign and set over to the first party a non exclusive perpetual 10 feet wide easement for irrigation and drainage purposes over the lands described as Easement B and Easement C of Exhibit 3, with both easements being for the irrigation benefit of the land described as Parcel C of Exhibit 1, and Easement B being for the drainage benefit of Parcel A.

The beneficiaries of the easements granted and reserved herein shall have the right to maintain and operate said easements for the purposes described. The easements granted and reserved herein are perpetual and shall run with the land as to all property burdened and benefited by such easements. Easements A through E described in Exhibit 3 are also approximately located on the map, Exhibit 2, herein, for visualization purposes. The easements granted or reserved, herein, do not imply or warrant water rights.

The rights, covenants and obligations contained herein shall bind, burden and benefit each party's successors and assigns. Notwithstanding any other provision herein to the contrary, no party shall make such use of the easements which unreasonably interferes with the other party's use of the easements and their property.

AGREED TO BY:

First Party [Signature] Date 4-27-01  
L. Frank Goodson

First Party [Signature] Date 4-27-01  
Lillie L. Goodson

Second Party [Signature] Date 4-28-01  
Francis E. Lewis

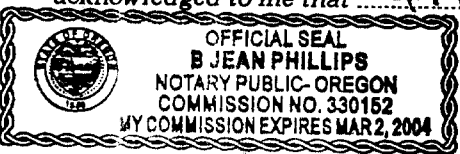
Second Party [Signature] Date 4-28-01  
Ida M. Lewis

STATE OF OREGON,  
County of Klamath } ss.

FORM No. 23—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this 28th day of April 2001,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Francis E. Lewis and Ida M. Lewis and  
L. Frank Goodson

known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

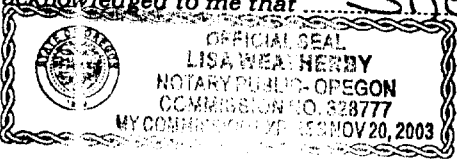
[Signature]  
Notary Public for Oregon  
My commission expires 3-2-04

STATE OF OREGON,  
County of Klamath } ss.

FORM No. 23—ACKNOWLEDGMENT.  
Stevens-Ness Law Publishing Co., NL  
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 27th day of April 2001,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Lillie L. Goodson

known to me to be the identical individual..... described in and who executed the within instrument and  
acknowledged to me that she executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

[Signature]  
Lisa Weatherby

**EXHIBIT "1"**  
**LEGAL DESCRIPTION**

**PARCEL "A"**

The following described property situated in Klamath County, Oregon, contained in Property Line Adjustment No. 46-96:

All of the SW1/4 NE1/4 of Section 23, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, excepting therefrom that portion containing 3.56 acres, more or less deeded to the Great Northern Railway Company described and recorded in Volume 95 on page 475, Deed Records of Klamath County, Oregon.

SAVING AND EXCEPTING THEREFROM the following described parcels:

Beginning at a point a distance of 370 feet South of the NE corner of the SW1/4 NE1/4 of Section 23, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon along the East boundary of said SW1/4 NE1/4, thence South 848.71 feet more or less to the intersection of the Northern right of way of the Great Northern Railway, thence North 47 degrees 16' West along said right of way a distance of 1,266.82 feet more or less, thence East parallel to the North line of the SW1/4 NE1/4 a distance of 940.49 feet more or less to the point of beginning.

Beginning at the point of intersection of the East boundary of the NW1/4 SE1/4 of Section 23, Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon and the Southerly right of way boundary of the Great Northern Railway Co., thence South along said East boundary a distance of 66 feet, thence West parallel with the South boundary of said NW1/4 SE1/4 a distance of 1,320' more or less to the West boundary thereof; thence North along said West boundary 1,283.9 feet more or less to an iron pipe at the intersection of the Southern right of way of the Great Northern Railway Co. and the West boundary of said SW1/4 NE1/4, thence South 47 degrees 16' East along same a distance of 1,794.89 more or less to the point of beginning.

AND EXCEPTING any portion thereof lying within the boundaries of Homedale Road.

**PARCEL "B"**

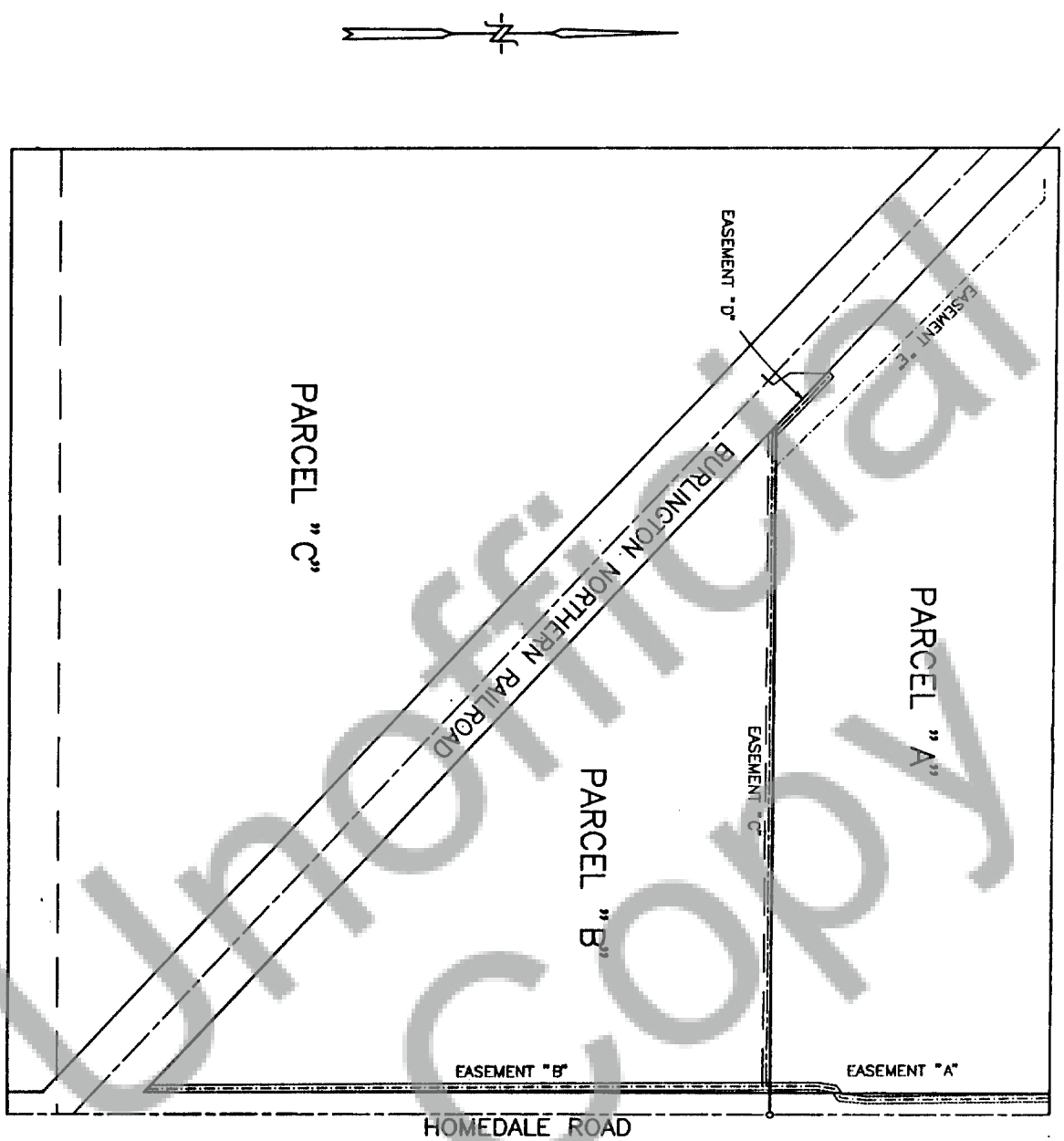
Beginning at a point a distance 370 feet South of the NE corner of the SW1/4 NE1/4 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, along the East boundary of said SW1/4 NE1/4, thence South 848.71 feet more or less to the intersection of the Northern right of way of the Great Northern Railway, thence North 47 degrees 16' West along said right of way a distance of 1,266.82 feet more or less, thence East parallel to the North line of the SW1/4 NE1/4 a distance of 940.49 feet more or less to the point of beginning.

**PARCEL "C"**

A parcel of Land situated in the SW1/4 of the NE1/4 and the NW1/4 of the SE1/4 of Section 23. Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the East boundary of the NW1/4 SE1/4 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, and the southerly right of way boundary of the Great Northern Railway Co., thence South along said East boundary a distance of 66 feet, thence West parallel with the South boundary of said NW1/4 SE1/4 a distance of 1,320' more or less to the West boundary thereof; thence North along said West boundary 1,283.9 feet more or less to an iron pipe at the intersection of the Southern right of way of the Great Northern Railway Co. and the West boundary of said SW1/4 NE1/4, thence South 47° 16' East along same, a distance of 1,794.89 more or less to the point of beginning.

EXHIBIT 2





## EXHIBIT 3

## EASEMENT "A"

A 10 FOOT WIDE IRRIGATION EASEMENT SITUATED IN THE SW1/4 NE1/4 OF SECTION 23, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SAID SW1/4 NE1/4, SAID POINT BEING 23.38 FEET WESTERLY OF THE CENTERLINE OF HOMEDALE ROAD; THENCE S00°22'18"E 241.90 FEET; THENCE S05°24'38"W 34.31 FEET; THENCE S54°31'47"W 22.66 FEET; THENCE S00°01'29"E 62.61 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M00, PAGE 47162, OF THE DEED RECORDS OF KLAMATH COUNTY, WITH BEARING BASED ON THE CENTERLINE OF HOMEDALE ROAD BEING S00°17'18"E.

## EASEMENT "B"

A 10 FOOT WIDE IRRIGATION EASEMENT SITUATED IN THE SW1/4 NE1/4 OF SECTION 23, T39S, R9EWM, KLAMATH FALLS, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M00, PAGE 47162, OF THE DEED RECORDS OF KLAMATH COUNTY, SAID POINT BEING 39.34 FEET WESTERLY OF THE CENTERLINE OF HOMEDALE ROAD; THENCE S00°01'29"E TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; WITH BEARINGS BASED ON THE CENTERLINE OF HOMEDALE ROAD BEING S00°17'18"E.

## EASEMENT "C"

A 10 FOOT WIDE IRRIGATION EASEMENT SITUATED IN THE SW1/4 NE1/4 OF SECTION 23, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 10 FEET OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M00, PAGE 47162, OF THE DEED RECORDS OF KLAMATH COUNTY, EXCEPTING THE EASTERLY 34.3 FEET THEREFROM.

## EASEMENT "D"

A 10 FOOT WIDE IRRIGATION EASEMENT SITUATED IN THE SW1/4 NE1/4 OF SECTION 23, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M00, PAGE 47162, OF THE KLAMATH COUNTY DEED RECORDS, SAID POINT ALSO BEING ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN RAILROAD; THENCE N47°16'W, ALONG THE SAID NORTHEASTERLY RIGHT OF WAY LINE, 101.28 FEET; THENCE N42°44'E 10.00 FEET; THENCE S47°16'E 112.2 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID DEED VOLUME; THENCE WESTERLY 14.8 FEET, MORE OR LESS, TO THE POINT OF BEGINNING WITH BEARINGS BASED ON SAID DEED VOLUME M97, PAGE 1984.

## EASEMENT "E"

A 10 FOOT WIDE LIVESTOCK WATER EASEMENT SITUATED IN THE SW1/4 NE1/4 OF SECTION 23, T39S, R9EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M00, PAGE 47162, OF THE KLAMATH COUNTY DEED RECORDS, SAID POINT BEING 884.74 FEET WESTERLY OF THE CENTERLINE OF HOMEDALE; THENCE N45°40'14"W 504.74 FEET; THENCE WEST 28.5 FEET; WITH BEARINGS BASED ON THE CENTERLINE OF HOMEDALE ROAD BEING S00°17'18"E

State of Oregon, County of Klamath  
Recorded 04/30/01, at 4:23a.m.  
In Vol. M01 Page 19041  
Linda Smith.  
County Clerk Fee\$ 41.00

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JULY 25, 1990  
DENNIS A. ENSOR  
2442

EXPIRES 12-31-01