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Well Easement; Consent of Lienholder

This agreement is made by and between George R. Beggs, Inc., a California Corporation, hereinafter referred to as "Grantor," Klamath Basin Improvement District herein referred to as "Grantee."

It is recited and agreed that:

--Grantor owns real property described in Exhibit 1, attached hereto, herein referred to as "the easement property."

--The easement property is located near and adjacent to the irrigation delivery ditch, known as the F-1 Canal. Said Canal is owned by the United States and is operated by the Klamath Irrigation District (KID), which includes delivery of water to lands within Grantee.

-- Grantee intends to locate a water well, pumping, and delivery facilities together with utility service on the easement property.

--It is represented that the well and pumping facilities shall be installed in a good and workmanlike manner and that will comply with rules and regulations of the state of Oregon, and that Grantor has authority to grant this easement.

Therefore, the undersigned hereby declare and establish such easement to be placed of record as recited herein.

The undersigned grant, declare and agree as follows:

1. EASEMENTS: Easements are hereby created to burden the easement property and for the benefit of Grantee, its Contractors, successors and assigns, for the location of an irrigation well, pumping facilities and facilities for the pumping and delivery of ground water subject to the terms herein. The easements shall be for construction, maintenance, improvements, replacement and utilization of the above described facilities located on the easement property

Well Easement  
Page -1-

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State of Oregon, County of Klamath  
Recorded 05/29/2003 9:52 a. m.  
Vol M03 Pg 36150-54  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

41-

for water delivery for any lawful purpose to said F-1 Canal, including but not limited to well, well casing, well pump, utility lines and poles, water delivery lines, and/or ditches running on, under, over and across the easement property. These easement rights shall be perpetual. All costs associated with construction, operation and maintenance shall be the responsibility of Grantee.

2. INGRESS AND EGRESS: Grantee has the right of ingress and egress to maintain and reconstruct the facilities.

3. RUNS WITH THE LAND: This easement shall be perpetual and run with the land. This document shall be recorded in the records of Klamath County, Oregon, subject to paragraphs 4 and 8, herein.

4. PAYMENT AND CONDITION: This agreement is conditioned upon the approval of funds from the State of Oregon for construction of the facilities described herein including for the payment of this easement and costs associated therewith. Upon such approval and prior to ~~construction and~~ recording of this document, GRANTEE shall pay to Grantor the sum of \$ 4,000 = *CEC WWH MN. SF M.A-B.*

5. ATTORNEY FEES; ATTORNEY REPRESENTATION: If suit or action is instituted to enforce any of the provisions of this agreement and easement, 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. It is recited that Richard Fairclo, attorney, has prepared this document representing GRANTEE. The other parties hereto have been advised that they are not represented by Richard Fairclo and have been advised that they should seek independent counsel prior to signing this agreement. This document shall not be construed for against any party by reason of such representation.

6. MODIFICATION OF AGREEMENT: This agreement may be modified by the written agreement of all parties hereto, or their respective successors, heirs, assigns or personal representatives, as owners of the affected parcels.

7. BINDING ON SUCCESSORS: This agreement is binding not only on the parties hereto, but on their heirs, successors and assigns and personal representatives, if any.

8. COMPLETION REQUIRED: This agreement shall terminate and shall be of no force and effect, and grants shall terminate in the event that the well is not constructed on or before January 1, 2004. The consideration shall not be paid and this document recorded until approved by the Board of Directors of Grantee; which issue shall be limited to the timing of such payment and recording of this document.

The effective date of this agreement is January 1, 2003.

Grantors, by:

Looney Field, Inc.  
Mary Gail Baker, secretary

Klamath Basin Improvement District, by:

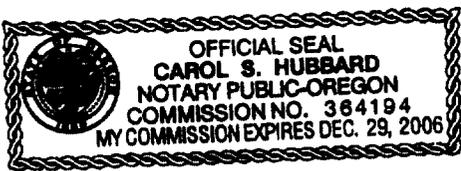
Warren Hargrett  
Corey E Cherry

For valuable consideration, the undersigned as lien holder who claims interest in the real property as a former owner and financing Grantor's purchase of the subject real property, do hereby consent and join in the grants and rights subject to the above terms and conditions.

[Signature] Wanda Hintze  
 Individually and as Trustees of the Hintze Family Trust

STATE OF OREGON                    ]  
  ]ss.  
County of Klamath                    ]

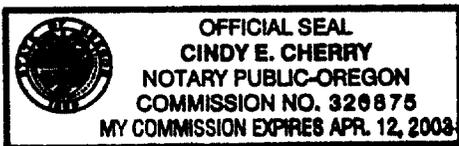
On this 13<sup>th</sup> day of JANUARY, 2003, personally appeared WARREN HAUGHT and CINDY E. CHERRY, who, being duly sworn, each for himself and not one for the other, did say that the former is the president, and that latter is the secretary of Klamath Basin Improvement District and that said instrument was signed and sealed in behalf of said district by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:



Carol S. Hubbard  
Notary Public for Oregon  
My Commission expires: 12-29-06

STATE OF OREGON                    ]  
  ]ss.  
County of Klamath                    ]

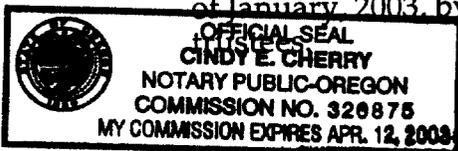
On this 10<sup>th</sup> day of January, 2003, personally appeared Sonny Field and Mary Gay Baker, who, being duly sworn, each for himself and not one for the other, did say that the former is the president, and that latter is the secretary of George R. Beggs, Inc., a California Corporation and that said instrument was signed and sealed in behalf of said district by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:



Cindy E. Cherry  
Notary Public for Oregon  
My Commission expires: 4/12/03

STATE OF OREGON                    ]  
  ]ss.  
County of Klamath                    ]

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2003, by John O. Hintze and Wanda J. Hintze individually and as



Cindy E. Cherry  
Notary Public for Oregon  
My Commission expires 4/12/03

36154

JOHN HEATON L.S.I.T.

**TRU SURVEYING, INC. LINE**

2333 SUMMERS LANE  
 KLAMATH FALLS, OREGON 97603  
 PHONE: (541) 884-3691

OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.  
 SANDIE ENSOR

## LEGAL DESCRIPTION

AN EASEMENT SITUATED IN THE NW1/4 OF SECTION 27, T39S, R10EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE USBR F-1 CANAL, FROM WHICH THE SOUTH  $\frac{1}{4}$  CORNER OF SAID SECTION 27 BEARS S31°43'08"E 680.06 FEET; THENCE N49°22'32"W 157.58 FEET; THENCE N27°22'23"E 198.32 FEET; THENCE S79°35'57"E 154.44 FEET TO A POINT ON THE SAID WESTERLY RIGHT OF WAY LINE OF THE USBR F-1 CANAL; THENCE, ALONG THE SAID WESTERLY RIGHT OF WAY LINE, ON THE ARC OF A CURVE TO THE LEFT (RADIUS POINT BEARS S81°23'40"E 597.96 FEET AND CENTRAL ANGLE EQUALS 03°44'20") 39.02 FEET, S04°52'00"W 129.30 FEET, ON THE ARC OF A CURVE TO THE RIGHT (RADIUS EQUALS 25.00 FEET AND CENTRAL ANGLE EQUALS 73°20'00") 32.00 FEET, S78°12'00"W 27.20 FEET AND ON THE ARC OF A CURVE TO THE LEFT (RADIUS EQUALS 82.30 FEET AND CENTRAL ANGLE EQUALS 60°21'10") 86.70 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRE, MORE OR LESS, WITH BEARINGS BASED ON RECORD OF SURVEY 3379 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Dennis A. Ensor*

OREGON  
 JULY 26, 1990  
 DENNIS A. ENSOR  
 2442

*Dennis A. Ensor*  
 DENNIS A. ENSOR O.L.S. 2442

EXPIRES 12/31/03