

NOTE 91616-KR

2011-014135

Klamath County, Oregon



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12/23/2011 11:41:24 AM

Fee: \$42.00

After Recording Return To:
Michael P. Rudd
411 Pine Street
Klamath Falls, OR 97601

IRRIGATION EASEMENT

This Irrigation easement (the "agreement") is made this 22nd day of December, 2011, between Why Buy, LLC, an Oregon limited liability company (herein "Why Buy") and Jerry E. Barrett and Caroline K. Barrett, husband and wife, (herein, "Barrett").

RECITALS

A. WHEREAS, Why Buy owns a parcel of real property in Klamath County, Oregon, which is legally described as Parcel 1, of Land partition 47-09, in the SE¼ of Section 3, T41S, R10E, Klamath County, Oregon (the "Why Buy Property"); and

B. WHEREAS, Barrett owns an adjacent parcel of real property in Klamath County, Oregon, which is legally described as Parcel 2 of Land Partition 47-09, in the SE¼ of Section 3, T41S, R10E, Klamath County, Oregon (the "Barrett Property"); and

C. WHEREAS, Barrett desires to cross the Why Buy Property to access existing irrigation pumps in the Van Brimmer irrigation ditch for the purpose of irrigating the Barrett Property; and

D. WHEREAS, Why Buy and Barrett desire by this agreement to memorialize and set forth the respective rights and obligations of each party concerning the Irrigation easement;

WITNESSETH

NOW THEREFORE, in consideration of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, Why Buy and Barrett agree to create certain easements according to the following terms, covenants, and conditions:

1. Irrigation Easement: Why Buy grants to Barrett a non-exclusive easement to cross over and across the Why Buy Property for the purpose of accessing the existing irrigation pumps in the Van Brimmer irrigation ditch, and incidental activities thereto. The parties covenant and agree to use the easement so as there will be a minimum of activity and burden upon the Why Buy Property. This easement is perpetual, is appurtenant and runs with the Barrett Property, burdening the Why Buy Property, binding the heirs, successors, and assigns thereto.

2. Costs. There shall be no cost, obligation or duty on behalf of Why Buy, its successors and assigns to Barrett, its successors and assigns, for this irrigation easement.

3. Easement Location: The Easement shall be for the purpose of accessing the existing Van Brimmer irrigation ditch and pumps, whether by person or vehicle. The route of this easement shall be "floating" and may be located, or relocated in a manner that provides the shortest distance and does not unreasonably interfere with the enjoyment of the Why Buy Property. Should the parties fail to agree upon the route of this easement, the owner of the Why Buy Property shall set the route in a reasonable location. This easement is perpetual, is appurtenant and runs with the land, burdening the Why Buy Property and benefiting the Barrett Property, binding the heirs, successors, and assigns thereto.

4. Indemnification. Barrett agrees to indemnify and defend Why Buy from any loss, claim, or liability to Why Buy arising in any manner out of Barrett's use of the easement. Barrett assumes all risks

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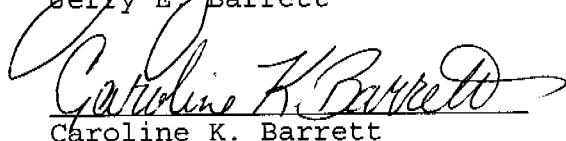
arising out of their use of the easement and Why Buy shall have no liability to Barrett or others for any condition existing thereon.

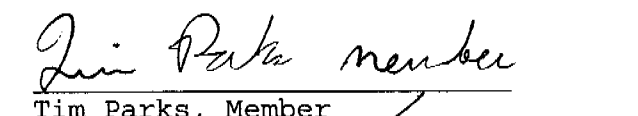
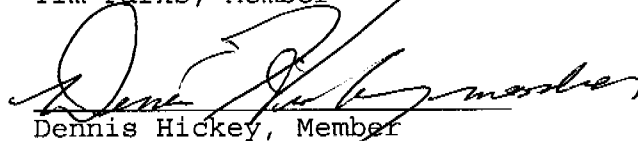
5. General Provision: The parties agree that the uses described herein are for the benefit of the designated owners of the parcels, and any of their agents, lessees, licensees, invitees, or any other party making use, whether exclusively or in a shared manner, under their name or in their stead.

The parties shall cooperate during periods of joint use and the location of the "floating" easements, so that each parties' use shall cause a minimum of interference to the other, however, in case of conflict, Why Buy's right of use shall be dominant.

Barrett:

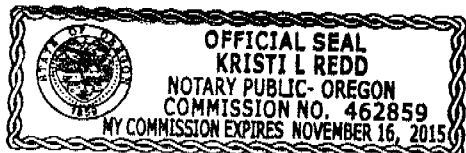
Why Buy, LLC, an Oregon
Limited Liability Company:

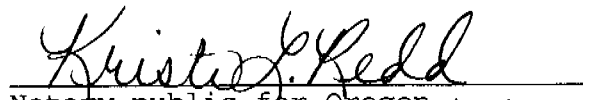

Jerry E. Barrett

Caroline K. Barrett


Tim Parks, Member

Dennis Hickey, Member

STATE OF OREGON)
) ss. December 22, 2011.
County of Klamath)

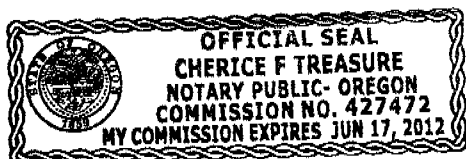
Personally appeared, Jerry E. Barrett and Caroline K. Barrett, and acknowledged the foregoing to be their true act and deed. Before me:

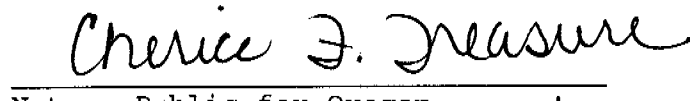



Notary public for Oregon
My commission expires: 11/16/2015

STATE OF OREGON)
) ss. December 22, 2011.
County of Klamath)

Personally appeared, Tim Parks, and stated he is a member of Why Buy, LLC and that said instrument was signed on behalf of said limited liability company by authority of its members; and he acknowledged said instrument was its voluntary act and deed. Before me:

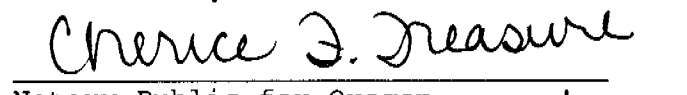



Notary Public for Oregon
My commission expires: 6/17/2012

STATE OF OREGON)
) ss. December 22, 2011.
County of Klamath)

Personally appeared, Dennis Hickey, and stated he is a member of Why Buy, LLC and that said instrument was signed on behalf of said limited liability company by authority of its members; and he acknowledged said instrument was its voluntary act and deed. Before me:




Notary Public for Oregon
My commission expires: 6/17/2012