

2016-012166

Klamath County, Oregon



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11/15/2016 10:46:14 AM

Fee: \$57.00

After Recording Return to:

Yockim Carollo LLP
P.O. Box 2456
Roseburg, OR. 97470

EASEMENT AGREEMENT – RECIPROCAL WATER PIPELINES

This Easement Agreement ("Easement") is hereby made and entered into by and between STEVE M. MOSBY, as Trustee of the Mosby Family Trust (hereinafter referred to as "MOSBY"), and SCOTT L. RUNELS and MARGIE B. RUNELS (hereinafter referred to as "RUNELS") on the date herein below provided:

RECITALS:

A. MOSBY is the owner of the Southwest Quarter of Section 5 and the North Half of Section 7, all in Township 31 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon.

B. RUNELS are the owners of Section 6 and Section 8, all in Township 31 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon.

C. The properties owned by MOSBY and RUNELS share a common section corner where Sections 5, 6, 7 and 8 meet at a point certain (the "Section Corner"), all in Township 31 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon.

D. The PARTIES desire to grant each other reciprocal easements across the Section Corner for the purpose of ingress and egress for agricultural purposes and for the conveyance of water between the parties' respective properties.

NOW THEREFORE, in consideration of the following mutual covenants and agreements, the parties agree as follows:

Reciprocal Easement Agreement

1. MOSBY hereby grants and conveys to RUNELS a perpetual, nonexclusive easement, twelve (12) feet in width, over and across the Section Corner for ingress and egress for agricultural purposes and for the location, use, repair and maintenance of a water pipeline between Section 6 and Section 8. Said easement shall burden those portions of the Southwest Quarter of Section 5 and the North Half of Section 7 necessary for RUNELS to use and enjoy the easement for its intended purposes of facilitating agricultural access and the conveyance of water across the Section Corner between Sections 6 and 8. Said easement shall be appurtenant to Section 6 and Section 8 only.

2. RUNELS hereby grant and convey to MOSBY a perpetual, nonexclusive easement, twelve (12) feet in width, over and across the Section Corner for ingress and egress for agricultural purposes and for the location, use, repair and maintenance of a water pipeline between the North Half of Section 7 and the Southwest Quarter of Section 5. Said easement shall burden those portions of Section 6 and Section 8 necessary for MOSBY to use and enjoy the easement for its intended purposes of facilitating agricultural access and the conveyance of water across the Section Corner between the North Half of Section 7 and the Southwest Quarter of Section 5. Said easement shall be appurtenant to the Southwest Quarter of Section 5 and the North Half of Section 7 only.

3. The water pipelines contemplated herein shall be constructed in cooperation with one another and shall be maintained and/or repaired in such manners that permit both parties full use and enjoyment of the reciprocal easements rights granted herein.

4. Neither party shall be entitled to make use(s) of the reciprocal easements granted herein which substantially interferes with servient estate holder's use and enjoyment of their property.

5. This agreement is not intended to have any effect whatsoever on the parties' water rights.

6. The rights, covenants and obligations contained herein shall bind, burden and benefit each party's successors and assigns.

7. This agreement shall not be construed against the drafting party. Both parties declare and represent that they have thoroughly discussed all aspects of this Agreement with their independent legal counsel and that they fully understand all the provisions of this Agreement.

8. Interpretation and construction of this Agreement shall be governed by the laws of the State of Oregon.

9. In the event of any legal proceeding to enforce this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to their or its costs and disbursements, such reasonable attorneys' fees as fixed by the court, whether at trial or on appeal.

10. The effective date is latest date this agreement is signed by the parties.

ORS 93.040 NOTICE

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

(Signatures on next page)

Steve M. Mosby
STEVE M. MOSBY, Trustee of the Mosby
Family Trust

11.3.2016
Date

Scott L. Runels
SCOTT L. RUNELS

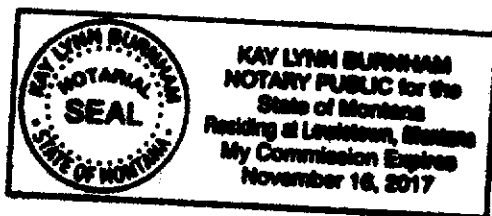
10/5/16
Date

Margie B. Runels
MARGIE B. RUNELS

10/5/2016
Date

Montana
STATE OF OREGON)
County of Fergus)ss.

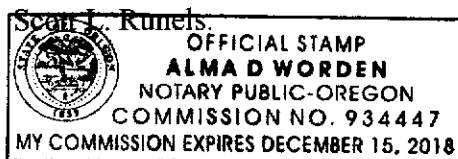
This instrument was acknowledged before me on November 3, 2016, by
Steve M. Mosby, Trustee of the Mosby Family Trust.



Kay Lynn Burnham
Notary Public - State of ~~Oregon~~ Montana
My Commission Expires: November 16, 2017

STATE OF OREGON)
County of Lake)ss.

This instrument was acknowledged before me on October 5, 2016, by

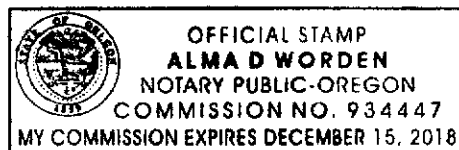


Alma D Worden
Notary Public - State of Oregon
My Commission Expires: 12/15/18

STATE OF OREGON)
County of Lake)ss.

This instrument was acknowledged before me on October 5, 2016, by

Marie B. Runels.



Alma D Worden
Notary Public - State of Oregon
My Commission Expires: 12/15/18