

After Recording Return To:
Columbia State Bank
505 W Riverside Ave., Suite 450
Spokane, WA 99201
John Bartels

JOINT USE AND EASEMENT AGREEMENT

This Joint Use and Easement Agreement ("Agreement") is made and entered into by and between Timothy C. Parks and Darla D. Parks, a married couple ("Owner of Parcel A, B, C, and D"), 4-P LLC ("Owner of Parcel E"), and Columbia State Bank, ISAOA ("Lender").

RECITALS:

WHEREAS, ownership of the parcels is as follows:

1. Timothy C. Parks and Darla Duncan Parks: Owner of Parcel A as described in Exhibit A.
2. Timothy C. Parks and Darla D. Parks: Owner of Parcel B as described in Exhibit B.
3. Timothy C. Parks and Darla D. Parks: Owner of Parcel C as described in Exhibit C.
4. Timothy C. Parks and Darla D. Parks: Owner of Parcel D as described in Exhibit D.
5. 4-P LLC: Owner of Parcel E as described in Exhibit E.

WHEREAS, concurrently with the execution of this Agreement, Owner of Parcel A, B, and C is obtaining a loan from Lender which will be secured by an Oregon Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing ("Deed of Trust") which will be a lien of First Priority upon the real property described in Exhibit A, Klamath County Parcel 4111-00600-00700, and lien of Second Priority upon the real property described in Exhibit B and Exhibit C, Klamath County Parcel Numbers 4110-00100-00300 and 4110-00200-00101 respectively. The real property described in Exhibit A, B and C shall be collectively called "Security Property". The Deed of Trust shall be Cross Collateralized and Cross Defaulted with the lien of First Priority between Owner of Parcel A, B, C and Lender (Deed of Trust dated 05/12/2017 for \$348,750.00, Klamath County recording number 2107-005469), and corresponding Assignment of Deed of Trust (dated 05/18/2017 with recording number 2017-005475), giving Lender First Position on parcels A, B and C.

WHEREAS, Security Property is served by an irrigation well on the parcel described in Exhibit D (Klamath County Parcel Number 4010-03600-00202). The well and associated equipment are located in the northwest corner of the parcel. The GPS coordinates of the well are 42°02'51.1"N 121°36'00.2"W. Water is pumped from the well into the Klamath Irrigation District (KID) canal system for delivery to the Security Property. The pump, well, diesel engines, electric motors, filtration system valves, delivery system, and all required delivery pipelines connected thereto are herein collectively called the "Water Works A".

WHEREAS, Klamath County Parcel Number 4110-00200-00101, described in Exhibit C, is serviced by an off-site pump which is located on the real property described in Exhibit E, Klamath County Parcel Number 4110-00200-01300. The pump is used to draw water out of the KID canal system. The pump is located in the northeast corner of the property described in Exhibit E. The GPS coordinates of the pump are 42°01'59.8"N 121°36'19.2"W. The pump, diesel engines, electric motors, filtration system valves, delivery system, drip or micro irrigation lines and all required delivery pipelines connected thereto are herein collectively called the "Water Works B".

WHEREAS, in the event Owner of Parcel A, B and C fails to perform its obligations to Lender under the Deed of Trust and it becomes necessary for Lender to foreclose on the Security Property and to take possession thereof, then Lender desires to have a right and license to use water from Water Works A to deliver water into the KID canal system for use by the Security Property, and use of the Water Works B to draw water out of the KID canal system for use by the property described in Exhibit C.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Owner of Parcels A, B, C, D and E, and Lender hereby agree as follows:

1. General Understanding. This Agreement and the provisions set forth herein shall be appurtenant to and shall run with the parcels described herein. This Agreement and the provisions set out herein shall be binding on and shall benefit all parties and their successors. Lender shall not partially or fully assign or transfer this Agreement or any of their obligations, duties, or rights arising out this Agreement without the prior written approval of Owner of Parcel D and Owner of Parcel E.

2. Effective Date. The rights, licenses, burdens and obligations provided for in this Agreement shall become effective only upon the abandonment of the Security Property by Owner of Parcels A, B and C, the deeding of the Security Property by Owner to Lender, or the foreclosure sale of the Security Property pursuant to the Deed of Trust. The happening of any such event is herein called the "Effective Date."

2. Common Use License. Upon and after the occurrence of the Effective Date, Owner of Parcel D and Owner of Parcel E hereby grants to Lender a right and license to use Water Works A and Water Works B for the benefit of the Security Property in the manner and for the purpose for which they are currently being used, for the irrigation of agricultural crops being grown on Security Property.

3. Rules and Regulations. Neither party makes any representation as to the quality or quantity of water available from the Water Works A or Water Works B at any time. Each party shall have the right to prescribe reasonable rules and regulations, in addition to those laid out below, for the use of the Water Works A and Water Works B situated on its property, but such rules and regulations shall not discriminate against the other party, its agents, successors, or assigns.

Lender shall have the right to use Water Works A and Water Works B only in compliance with such rules and regulations.

4. Rights of Ingress and Egress. Owner of Parcel D and Owner of Parcel E hereby give to Lenders and their independent contractors and agents, a license and right of ingress and egress on parcel described in Exhibit D and parcel described in Exhibit E to enter upon and repair any water system component within Parcel D and Parcel E if, and only if, a bona fide emergency situation involving the Water Works A or Water Works B exists where Owner of D or Owner of Parcel E does not promptly respond to inquiries of Security Properties owners, and immediate action is necessary to prevent damage or harm. Lender, ISAOA hereby gives to Owner of Parcel D and Owner of Parcel E, and their independent contractors and agents a license and right of ingress and egress on Parcels A, B and C to enter upon and repair any failing pipeline(s) on Parcels A, B and C if and only if Lenders fails to promptly and properly repair said pipeline(s).

5. Repair and Maintenance. The expenses for the repair, replacement, maintenance, and operation of Water Works A and Water Works B shall be shared by the parties in proportion to the use thereof by each party. Each party shall pay any taxes assessed on the Water Works A and Water Works B located on that party's land.

6. Restrictions on Water Use. Lender shall not use the irrigation water from Water Works A or Water Works B except for farming purposes on the Secured Property. It is further agreed by the parties hereto that Lender shall not furnish irrigation water from Water Works A or Water Works B herein above described to any other persons, properties, or dwellings without the prior written consent of Owner of Parcel D and E.

7. Termination. This Agreement shall terminate upon (i) the reconveyance of the Deed of Trust; (ii) the replacement of the Water Works A or Water Works B so that the Security Property land described in Exhibit A, B or C no longer depends upon water from the Well or the pump; or (iii) the mutual agreement of the parties.

8. Evidence of Termination. Upon the termination of the rights and licenses granted herein, the parties shall promptly make and execute a release, quitclaim deed or other writing reasonably requested by Owner of Parcel D and Owner of Parcel E to evidence such termination. Such instrument shall be prepared by Owner of Parcel D and/or Owner of Parcel E for Lender's signature.

9. Risk of Loss, Hold Harmless. Each party for itself, its agents, employees, invitees, and contractors agrees to assume the risk of loss, damage, liability, injury and death that may arise to anyone out of the use by such party, its agents, employees, invitees and contractors, of the right of entry and Water Works A and Water Works B on the real property of the other party. Each party agrees to indemnify and save the other party harmless from any and all loss, damage, expense, claims, liability, and demands of whatever character, direct or consequential, which may arise from or be caused by the entry upon and use of the Water Works A or Water Works B on the other party's real estate pursuant to this Agreement.

10. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been fully given on the date of service if served personally on the party to whom service is to be given or on the third day after mailing if mailed to a party by United States registered or certified mail, postage pre-paid, return receipt requested and properly addressed to the address set forth below:

To Owner:

Timothy C. Parks and
Darla D. Parks
21390 Hill Road
Merrill OR 97633

To Lender:

Columbia State Bank, ISAOA
505 W Riverside Ave, Suite 450
Spokane, WA 99201

9. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and a judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.

10. Miscellaneous. In the event that any dispute between the parties hereto regarding the interpretation or enforcement of this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to be reimbursed by the other party for all costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and court costs. This Agreement shall be governed by the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement at Klamath Falls, Oregon, in duplicate originals.

Date: 7/20, 2022

Timothy C. Parks

By: Timothy C. Parks

Darla D. Parks

By: Darla D. Parks

Date: 7/20, 2022

4-P, LLC

Megan Parks

By: Megan Parks

Emily Parks

By: Eirke

Rachel RLP ~~Rachael~~ Parks

By: Rachael Parks

Dallas Parks

By: Dallas Parks

Date: 7/20, 2022

Columbia State Bank, ISAOA

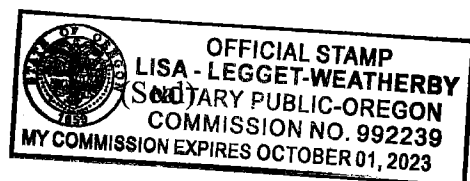
By: [Signature]

STATE OF OREGON

COUNTY of Umatilla

On July 20, 2022 before me, Lisa Legget-Weatherby, personally appeared **Timothy C. Parks**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



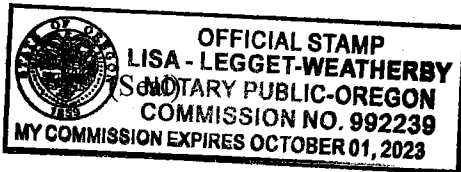
Signature [Signature]
Printed Name Lisa Legget-Weatherby
Commission Expires 10/1/2023

STATE OF OREGON

COUNTY of Klamath

On July 20, 2022 before me, Lisa Legget-Weatherby personally appeared **Darla D. Parks**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



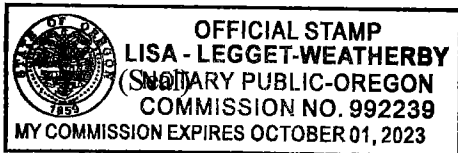
Signature Lisa Legget-Weatherby
Printed Name Lisa Legget-Weatherby
Commission Expires 10/1/2023

STATE OF Oregon

COUNTY of Klamath

On July 20, 2022 before me, Lisa Legget-Weatherby personally appeared **Megan Parks**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in his/her authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



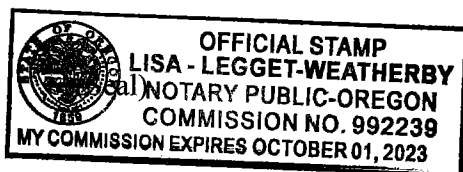
Signature Lisa Legget-Weatherby
Printed Name Lisa Legget-Weatherby
Commission Expires 10/1/2023

STATE OF Oregon

COUNTY of Umatilla

On July 20, 2022 before me, Lisa Legget-Weatherby personally appeared **Emily Parks**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in his/her authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



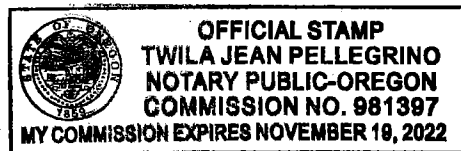
Signature Lisa Legget-Weatherby
Printed Name Lisa Legget-Weatherby
Commission Expires 10/1/2023

STATE OF OREGON

COUNTY of Klamath

On July 19, 2022 before me, Twila Jean Pellegrino personally appeared ~~Rachael~~ **Parks**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in his/her authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

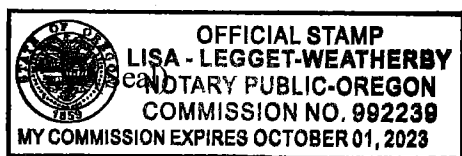
Signature Twila Jean Pellegrino
Printed Name Twila Jean Pellegrino
Commission Expires 11-18-2022

STATE OF Oregon

COUNTY of Umatilla

On July 20, 2022 before me, Lisa Legget-Weatherby, personally appeared **Dallas Parks**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in his/her authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



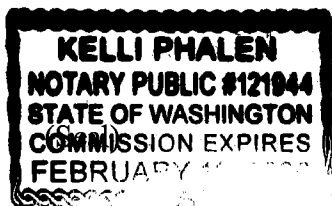
Signature Lisa Legget-Weatherby
Printed Name Lisa Legget-Weatherby
Commission Expires 10/1/2023

STATE OF WASHINGTON

COUNTY of Spokane

On July 13, 2022 before me, Kelli Phalen, personally appeared **John Bartels**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature Kelli Phalen
Printed Name Kelli Phalen
Commission Expires Feb 19, 2026

Exhibit A:

All that portion of the SE 1/4 of Section 6, Township 41 South, Range 11 East of the Willamette Meridian, lying and being North of the North boundary line of the right of way of the Great Northern Railway Company, (which right of way is described in instrument of record in Deed Book 95 on page 499) and as said right of way is now located, established and extending over and across the said SE 1/4 of said Section 6, from the East to the West Boundary lines thereof; Excepting rights of way heretofore conveyed the United States of America; ALSO EXCEPTING THEREFROM, any portion lying within the limits of the County Road along the East one half of said Section 6.

EXCEPT those portions conveyed to the United States by Deed: Recorded October 13, 1908 in Volume 25, page 134, recorded October 9, 1935 in Volume 105, page 261, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM all that portion lying within Malone Road.

Klamath County Parcel number 4111-00600-00700.

Exhibit B:

The S 1/2 of the NW 1/4 of Section 1, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, less that portion of the right-of-way of Hill Road.

ALSO EXCEPT THEREFROM the USBR Little Adams Canal in Deed recorded October 13, 1908 in Volume 25, page 135, Deed records of Klamath County, Oregon.

Klamath County Parcel number 4110-00100-00300.

Exhibit C:

Unsurveyed Parcel 2 of Land Partition 30-16, a portion of the E1/2 of Section 2, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon duly recorded on March 22, 2017 in 2017-003034, Klamath County records.

Klamath County Parcel number 4110-00200-00101.

Exhibit D:

The West one-half of the Southwest Quarter of Section 36, Township 40 South, Range 10 East of the Willamette Meridian; and that portion of the South one-half of the Northwest Quarter of said Section 36 which lies South and West of the USBR No. 7 Drain.

EXCEPTING THEREFROM those parcels conveyed to the United States of America recorded November 16, 1908 in Volume 25 page 214, recorded August 29, 1913 in Volume 39 page 579, recorded August 29, 1913 in Volume 39 page 581.

Klamath County Parcel number 4010-03600-00202.

Exhibit E:

File No. 102209AM

The following described real property in Klamath County, Oregon:

A piece or parcel of land situate in the S1/2 NE1/4 of Section 2, Township 41 South, Range 10 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the monument at the intersection of Front and Main Streets in the City of Merrill, Oregon, accepted as the Section corner common to Section 1, 2, 11 and 12, Township 41 South, Range 10 East of the Willamette Meridian; thence North along the East boundary of said Section 2 as defined by the centerline of Main Street and Main Street extended according to the existing right-of-way fences thereof, 2652.5 feet to a point; thence North 89°54'15" West 1086.3 feet to a point; thence North 44°45'15" West 445.3 feet to a point; thence South 89°09'45" East 64.1 feet to an iron pipe and the true point of beginning of this description; thence North 2°00'45" East 440.0 feet to an iron pipe in an existing East-West fence; thence North 89°09'45" West along said existing East-West fence 200.0 feet, more or less, to the apparent Easterly right-of-way line of the D-1-B Lateral as defined by existing right-of-way fences; thence South 2°00'45" West along the existing Easterly right-of-way fence and as extended 440.0 feet to a point; thence South 89°09'45" East 5.0 feet to an iron pipe reference monument; thence South 89°09'45" East 195.0 feet, more or less, to the true point of beginning.

Klamath County Parcel number 4010-00200-01300.