

FIRST PARTY NAME AND ADDRESS:

LAWRENCE L. GEORGE
6111 Wocus Road
Klamath Falls, Oregon 97601

SECOND PARTY NAME AND ADDRESS:

MARLA HANLON-ABEITA and JAN A. ABEITA
6080 Uhrmann Rd.
Klamath Falls, Oregon 97601

538913 AM (A)
AFTER RECORDING RETURN TO:

Same as above.

WELL OWNERSHIP, POSSESSION, USE AND WATERWAY EASEMENT

THIS AGREEMENT made and entered into the 28th day of Sept., 2022, by and between LAWRENCE L. GEORGE hereinafter called the First Party and MARLA HANLON-ABEITA and JAN A. ABEITA hereinafter called the Second Party;

WITNESSETH:

A. WHEREAS, First Party is owner of certain real property located in the County of Klamath, State of Oregon, legally described on Exhibits A-1 and A-2 attached hereto and incorporated by reference herein as if fully set forth; upon which First Party conducts certain farming and irrigation endeavors; and First Party has the right to enter into the agreement hereinafter described relative to the said real estate; and

B. WHEREAS, Second Party has or will purchase from First Party certain real property located in the County of Klamath, State of Oregon, legally described on Exhibit B, attached hereto and incorporated by reference as though fully set forth herein; upon which is located a certain well, the location of which said well is generally described as being 69 feet easterly of the westerly boundary line of the property described on Exhibit B and 80 feet south of Uhrmann Road measured along the easterly boundary line of the property described on Exhibit B; and

C. WHEREAS, the said well is the subject of a water right held by First Party for irrigation and stock water uses for the benefit of the real property of First Party described in the foregoing paragraph A.

NOW THEREFORE, in view of the premises, and in consideration of good and valuable consideration by each of the parties to the other paid, receipt of all of which is hereby acknowledged, they agree as follows:

1. First Party reserves and retains and Second Party acknowledges that First Party is owner and entitled to possession and use of the well, pump, electrical service, related equipment and piping located on the property described in paragraph B hereinabove, free and clear of any interest of Second Party; and

2. First Party reserves and retains, and Second Party grants to First Party an easement ten feet in width on either side of the piping as it currently exists, or is subsequently buried, over and across that certain real property described in paragraph B (and the attached Exhibit B) hereinabove, to go on said property for the purposes of installation, repair and maintenance of the well, pump, electrical service, related equipment and piping if such replacement should become necessary to allow the continued enjoyment of the water from the well to service the property described in paragraph A (and the attached Exhibits A-1 and A-2) hereinabove. In the event that such repair or replacement of the well, pump, electrical service, related equipment and piping is necessary, First Party in completing such installation, repair or maintenance agrees to restore the surface of the servient property as nearly as possible to the same condition as it was in before such installation, repair or maintenance commenced.

3. Maintenance of the easement herein granted and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of First Party. Should any party hereto cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage at that party's sole expense.

4. This agreement and the easement herein granted shall be perpetual. This agreement shall be appurtenant to the real property hereinabove described and shall run with the land.

5. This agreement may be modified only in writing executed by the owners of all parcels affected by the within agreement.

6. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, successors and assigns.

In construing this instrument and where the context so requires, words in the singular include the plural; the

masculine includes the feminine and the neuter; and generally, all changes shall be made or implied in order that this instrument shall apply both to individuals and to corporations.

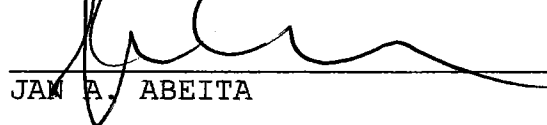
IN WITNESS WHEREOF, the parties hereto have subscribed this instrument effective on the day and year set forth hereinabove.

FIRST PARTY:


LAWRENCE L. GEORGE

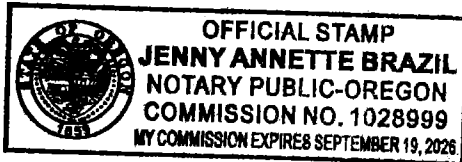
SECOND PARTIES:


MARLA HANLON-ABEITA


JAN A. ABEITA

State of Oregon, County of Klamath) ss.

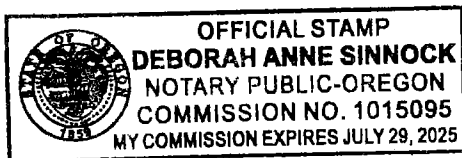
PERSONALLY APPEARED before me LAWRENCE L. GEORGE on this 29 day of September, 2022, and acknowledged the foregoing instrument to be his voluntary act and deed.




NOTARY PUBLIC FOR OREGON
My Commission Expires: 9/19/2026

State of OREGON, County of Klamath) ss.

PERSONALLY APPEARED before me MARLA HANLON-ABEITA and JAN A. ABEITA on this 28th day of Sept, 2022, and acknowledged the foregoing instrument to be their voluntary act and deed.



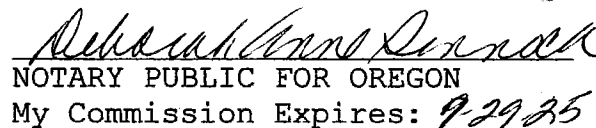

NOTARY PUBLIC FOR OREGON
My Commission Expires: 7/29/25

EXHIBIT A - 1
DESCRIPTION OF PROPERTY

PARCEL 1:

Beginning at the iron pipe which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian and running thence South along the quarter line a distance of 1333.2 feet to an iron pin which is the Southwest corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7; thence South 89°44' East along the forty line a distance of 372.5 feet to a point; thence North 59°53' East a distance of 1104 feet to a point on the forty line; thence North 0°18' East along the forty line a distance of 775 feet to an iron pin which marks the Northeast corner of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7; thence North 89°49' West along the quarter line a distance of 1331.1 feet, more or less, to the point of beginning, said tract situated in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 2:

Beginning at the iron pipe which marks the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian and running thence North along the quarter line a distance of 620.44 feet to an iron pin; thence East a distance of 156 feet to a point; thence North parallel to the quarter line a distance of 388.66 feet to a point on the Southerly right of way line of the County Road; thence following the Southerly right of way line of the County road in a Southeasterly direction to its intersection with the Easterly forty line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7; thence South 0°18' West along the forty line a distance of 216.9 feet to an iron pin which marks the Southeast corner of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7; thence North 89°49' West along the quarter line a distance of 1331.1 feet, more or less, to the point of beginning, said tract situated in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

SAVING AND EXCEPTING from Parcel 1 and Parcel 2, a parcel of land lying in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the iron pipe which marks the center of said Section 7; running thence North along the quarter line a distance of 620.44 feet to an iron pin; thence East a distance of 156 feet to a point; thence North parallel to the quarter line a distance of 388.66 feet, more or less, to a point on the Southerly right of way line of the County road; thence following the Southerly right of way line of the County Road in a Southeasterly direction to a point 300 feet Northwesterly along said Southerly line from its intersection with the East line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7; thence South 0°18' West a distance of 425 feet to the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7; thence North 89°49' West along said South line a distance of 976.1 feet to a point; thence South parallel to the North-South center section line of said Section 7 a distance of 1079.23 feet to a point; thence North 89°43' West a distance of 105 feet, more or less, to the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7; thence North along said West line a distance of 1079.23 feet, more or less to the point of beginning.

EXHIBIT A-2

A parcel of land lying in the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 7 Township 38 South, Range 9 E.W.M., more particularly described as follows:

Beginning at the iron pipe which marks the center of said section 7; running thence North along the quarter line a distance of 620.44 feet to an iron pin; thence East a distance of 156 feet to a point; thence North parallel to the quarter line a distance of 388.66 feet, more or less, to a point on the Southerly right of way line of the County Road; thence following the Southerly right of way line of the County Road in a Southeasterly direction to a point 300 feet Northwesternly along said Southerly line from its intersection with the East line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 7; thence South 0°18' West a distance of 425 feet to the South line of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7; thence North 89°49' West along said South line a distance of 976.1 feet to a point; thence South parallel to the North-South center section line of said Section 7 a distance of 1079.23 feet to a point; thence North 89°43' West a distance of 105 feet, more or less, to the West line of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 7; thence North along said West line of distance of 1079.23 feet, more or less to the point of beginning, containing 20 acres, more or less.

SUBJECT TO:

- 1) Contracts and/or liens for irrigation and/or drainage, reservations, easements, restrictions and rights of way of record and those apparent on the land.
- 2) Transmission line easement, including the terms and provisions thereof, given by H. A. McClurg and Goldie McClurg, husband and wife, to the United States dated February 12, 1952, recorded February 20, 1952, Vol. 253, page 23, Deed Records of Klamath County, Oregon.

EXHIBIT B

That certain property located in Klamath County, Oregon, legally described as follows, to-wit:

A parcel situated in the SW1/4 NE1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, in the State of Oregon, more particularly described as follows:

Beginning at a point that lies 620.44 feet North and 156 feet East from the iron pipe that marks the center of Section 7 Township 38 South Range 9 East of the Willamette Meridian, thence North parallel to the 1/4 line a distance of 388.66 feet to a point on the Southerly right of way line of Uhrmann Road; then in a Southeasterly direction a distance of 704 feet along the Southerly Right of Way of Uhrmann Road thence South 0° 18" West parallel to the forty line a distance of 70 feet, then South 89°49" West parallel to the forty line a distance of 604 feet to the point of beginning.

RESERVING UNTO THE SELLER all right, title and interest in and to that certain irrigation well, pump, casing, piping and related equipment, such well being located at a point which is approximately 69 feet easterly of the westerly boundary line of the above described real property and 80 feet south of Uhrmann Road; and

FURTHER RESERVING UNTO THE SELLER the continued right to enter unto the property for purposes of access to, operation of, maintenance and repair of the said irrigation well, pump, casing, piping and related equipment, over and across all of the above described real property, including the ability of the Lessor to relocate the said piping from its current location so as to traverse the property such that the piping enters Seller's adjacent property at a point on the Southerly boundary of the property being conveyed at a point which is 140 feet from the Westerly boundary line thereof.