

MTC 443-1902

15073

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CONTRACT OF SALE

This agreement made and entered into this 2nd day of June, 1976, by and between JOE FARRELL and LOIS FARRELL, husband and wife, hereinafter designated as the Sellers; and LARRY E. PEACORE and CAROLYN F. PEACORE, husband and wife, hereinafter designated as Purchasers, witnesseth:

WHEREAS Sellers are the owners of the following described real property, situated in the County of Klamath, State of Oregon, to-wit:

A tract of land in the SW1/4 of Section 9, Township 39 South, Range 10 East, Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the northeast corner of the SW1/4 of said Section 9; thence South along the East line of said SW1/4, a distance of 1331.8 feet to the southeast of the NE1/4 SW1/4; thence N 89° 48' W, along the South line of the NE1/4 SW1/4, a distance of 658.35 feet; thence leaving said South line and running N 0° 10' 30" E, a distance of 1339.85 feet to the North line of said SW1/4; thence S 89° 07' E, along said north line a distance of 654.4 feet to the point of beginning.

EXCEPTING therefrom that portion in the Southeast corner lying within the limits of Pine Grove Road.

RESERVING the North 30 feet and the West 30 feet for a non-exclusive road easement.

containing 20 acres of which they will be retaining 4.66 acres, and:

WHEREAS Sellers are selling the following described parcels to the Purchasers:

Situated in the County of Klamath, State of Oregon, to-wit:

SW1/4 of Section 9, T39S, R10E, W.M., being more particularly described as follows:

Beginning at the 1/2 inch iron pin marking the northeast corner of said SW1/4; thence South along the east line of said SW1/4, 1268.97 feet to a 1/2 inch iron pin on the westerly right-of-way of Pine Grove Road, a county road; thence southwesterly along said right-of-way line (long chord - S14° 37' 27"W, 64.82 feet) to a 1/2 inch iron pin at the intersection of said right-of-way line with the south line of the NE1/4 of said SW1/4; thence N 89° 48' W along said south line NE1/4 SW1/4, 313.44 feet to a 1/2 inch iron pin marking the southwest corner of the E1/2 E1/2 of said

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NE1/4 SW1/4; thence N 0° 6' 40"E along the west line of said E1/2 E1/2 NE1/4 SW1/4, 1335.70 feet to a 1/2 inch iron pin marking the northwest corner of said E1/2 E1/2 NE1/4 SW1/4; thence S 89° 6' 22"E along the north line of said SW1/4, 327.25 feet to the point of beginning containing 10.05 acres more or less.

TOGETHER WITH: An easement for roadway purposes 30.00 feet in width across the northerly portion of the W1/2 E1/2 NE1/4 SW1/4 of said Section 9, begin adjacent to the southerly of the north line thereof.

SUBJECT TO: An easement for roadway purposes 30.00 feet in width across the northerly portion of the above described parcel, being adjacent to and southerly of the north line thereof.

ALSO SUBJECT TO: An easement for power line maintenance 20.00 feet in width across the southerly portion of the above described parcel, being adjacent to an northerly of the south line thereof.

And:

A parcel of land situated in the SW1/4 of Section 9, T39S, R10E, W.M. Klamath County, Oregon, being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the southwest corner of the W1/2 E1/2 NE1/4 SW1/4 of Section 9; thence N 0° 14' 19" E, 446.60 feet to a 1/2 inch iron pin; thence N 0° 10' 38" E 273.23 feet to a 1/2 inch iron pin; thence S 89° 27' 29" E, 328.50 feet to a 1/2 inch iron pin on the east line of said W1/2 E1/2 NE1/4 SW1/4; thence S 016° 40' W along said east line W1/2 E1/2 NE1/4 SW1/4, 717.87 feet to a 1/2 inch iron pin marking the southeast corner of W1/2 E1/2 NE1/4 SW1/4; thence N 89° 48' W along the south line of said NE1/4 SW1/4, 329.80 feet to the point of beginning containing 5.43 acres more or less.

TOGETHER WITH: An easement for roadway purposes 30.00 feet in width across the westerly portion of the W1/2 E1/2 NE1/4 SW1/4 of said Section 9, being adjacent to the easterly of the west line thereof and beginning at the north line of said W1/2 E1/2 NE1/2 SW1/4 and terminating at the north line of the above described parcel.

ALSO TOGETHER WITH: An easement for power line maintenance 20.00 feet in width across the southerly portion of the E1/2 E1/2 NE1/4 SW1/4, being adjacent to and northerly of the south line thereof; said easement beginning at the westerly right-of-way line of Pine Grove Road, a county road, and terminating at the east line of the above described parcel.

SUBJECT TO: An easement for roadway purposes 30.00 feet in width across the westerly portion of the above described parcel, being adjacent to and easterly of the west line thereof.

ALSO SUBJECT TO: Use by Sellers of existing well, pump, and facilities for a period of one year from the date hereof. Sellers to maintain same in such



condition as they now are, at their own expense.

ALSO SUBJECT TO: A 10 foot easement along the west side of the easterly edge of the property of the above mentioned 30 foot easement for utility purposes to provide pipe access to irrigation ditch running on the Southerly portion of said property in accordance with agreement between the parties recorded herewith.

for the total sum of \$27,000.00 apportioned equally between the two parcels. It is hereby understood and agreed Sellers shall execute a Warranty Deed to Parcel 1 in the name of LARRY E. PEACORE and a Warranty Deed to Parcel 2 in the name of CAROLYN F. PEACORE.

IT IS UNDERSTOOD AND AGREED that although this is a sale in two parcels, the parcels are being sold as a unit and the obligations hereinafter expressed are binding upon both Purchasers and their successors.

IT IS FURTHER UNDERSTOOD AND AGREED that Sellers are reserving the right to use the existing well upon Parcel 2, including the existing facilities, for a period of one year from the date hereof, and that any expense incurred by reason of their said use, necessary to said use, shall be borne by them.

IT IS FURTHER UNDERSTOOD AND AGREED that Sellers are reserving a two foot utility easement along the easterly 30 foot roadway easement above referred to in Parcel 2 extending to the irrigation ditch running on to the southerly portions of said parcel and to the existing pump, and pumping station thereon, and in connection therewith it is understood and agreed that Sellers are conveying Purchasers 12 acres of irrigated water rights and are retaining 4 acres of irrigated water rights to irrigate the parcel of land retained by them and that for the use of said water rights Sellers shall provide the pipe and fittings to run the water from the present pump to their aforesaid property and dig a ditch to bury same; Purchasers will provide the labor to lay said irrigation pipe from the pump to the southwest corner of Sellers retained property, and cover same.



Parties shall have one year to complete the above labor in addition thereto Purchasers have one year to fence the south and east boundry of Sellers' retained property.

IT IS FURTHER UNDERSTOOD AND AGREED that the existing pump is equally owned by the Sellers and Purchasers and that expense of maintaining the present pump shall be borne 1/2 by the Sellers and 1/2 by the Purchasers and their respective successors. Provided, however, that should the Purchasers obtain the right to install a second pump in the present irrigation ditch, and should they do so, they may install such second pump at their own expense for their own exclusive use, in which case the Sellers shall have the entire expense of maintaining the present existing or success- or pump to irrigate their property and exercise their irrigation rights as herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above first written.

Joe Farrell  
JOE FARRELL, Seller

Lois Farrell  
LOIS FARRELL, Seller

Larry E. Peacore  
LARRY E. PEACORE, Purchaser

Carolyn F. Peacore  
CAROLYN F. PEACORE, Purchaser

STATE OF OREGON )  
 ) ss.  
County of Klamath )

BE IT REMEMBERED, That on this 2<sup>nd</sup> day of June, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named and LOIS FARRELL known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this day and year last above written.

Rita D. Earl  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12-11-77

STATE OF OREGON )  
 ) ss.  
County of Klamath )

BE IT REMEMBERED, That on this 12<sup>th</sup> day of June, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named LARRY E. PEACORE and CAROLYN F. PEACORE know to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this day and year last above written.

Barbara L. Addington  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-21-77



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STATE OF CALIFORNIA )  
 ) ss.  
 County of SAN MATEO )

BE IT REMEMBERED, That on this 3rd day of June, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOE FARRELL, known to me to be the identical individual described in and who executed the within instrument and acknowledgement to me that he executed same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal this day and year last above written.

*Errol Dillon*  
 NOTARY PUBLIC FOR CALIFORNIA  
 My Commission Expires: \_\_\_\_\_  
 ERROL DILLON  
 My Commission Expires June 4, 1977

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 17th day of June A. D. 1976 at 10:42 o'clock AM, and

duly recorded in Vol. M 76, of DEEDS on Page 8953

FEE \$ 15.00

W. D. MILNE, County Clerk  
 By *Harold D. Milne*

*Traps to:-*  
*Ref MTC*

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