

27416

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WATER RIGHT AND EASEMENT AGREEMENT

1 A 27727
2 THIS AGREEMENT, made and entered into this 28 day of
3 February, 1977, by and between JOHN EDWARD HARRIS and OPAL HARRIS,
4 husband and wife, herein referred to as "HARRIS", and, RICHARD R.
5 BARRETT and MARLYN K. BARRETT, husband and wife, herein referred
6 to as "BARRETT",

7 W I T N E S S E T H:

8 WHEREAS, HARRIS is contemporaneously herewith selling approxi-
9 mately 14.68 acres of real property to BARRETT, a more particular
10 description thereof being set forth on Exhibit "A" which is attached
11 hereto and by this reference made a part hereof, all located in
12 Klamath County, Oregon, and

13 WHEREAS, both parties will retain certain contiguous real pro-
14 perty which will be irrigated by a ditch generally described as
15 follows:

16 That certain irrigation ditch running in a Northerly-
17 Southerly direction along the East boundary of the
18 SE 1/4 NE 1/4 and the NE 1/4 SE 1/4, all in Section 3,
19 Township 40 South, Range 13 E.W.M., said ditch also
20 running in said direction immediately to the West of
21 Gale Road, all, in Klamath County, Oregon.

22 WHEREAS, the parties both will irrigate and take water from
23 said ditch and desire to set forth their agreement with respect to
24 said ditch in writing,

25 NOW, THEREFORE, for and in consideration of the mutual covenants
26 of the parties herein contained and other valuable consideration,

IT IS MUTUALLY AGREED as follows:

1. The parties shall share equally in the maintenance and up-

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1 keep of that portion of said above described ditch which they both
 2 use and BARRETT shall not be responsible for said maintenance or
 3 upkeep of said ditch for the portion thereof that is not used by
 4 him for irrigation purposes.

5 2. BARRETT shall have the right to run a reasonable amount
 6 of surplus or waste water on to the adjoining and contiguous pro-
 7 perty of HARRIS to the south of the subject property.

8 3. BARRETT hereby grants unto HARRIS a perpetual easement
 9 to transport irrigation water over and through all present irriga-
 10 tion ditches located on said subject property, including the above
 11 described ditch, and, the right of ingress to and egress from and
 12 over said subject property for the purpose of irrigating, mainten-
 13 ance and repair.

14 4. "Subject property" shall mean herein the property sold to
 15 BARRETT and described on Exhibit "A".

16 This agreement and easement shall be construed to run with
 17 the lands above described and shall bind the heirs, legal repre-
 18 sentatives, assigns and successors of the parties hereto.

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

21 *John Edward Harris*
 John Edward Harris

22 *Opal Harris*
 Opal Harris

23 *Richard R. Barrett*
 Richard R. Barrett

24 *Marlyn G. Barrett*
 Marlyn G. Barrett

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5321

1 STATE OF OREGON)
2 County of Klamath) ss.

February 28, 1977

3 Personally appeared the within named JOHN, EDWARD HARRIS and
4 OPAL HARRIS, husband and wife, and acknowledged the foregoing in-
strument to be their voluntary act and deed.

5 BEFORE ME:

6 Prentiss K. Puckett
Notary Public for Oregon

7 My Commission expires: 1-7-80

8 STATE OF OREGON)
9 County of Klamath) ss.

February 28, 1977

10 Personally appeared the within named RICHARD R. BARRETT and
11 MARLYN K. BARRETT, husband and wife, and acknowledged the foregoing
instrument to be their voluntary act and deed.

12 BEFORE ME:

13 Prentiss K. Puckett
Notary Public for Oregon

14 My Commission expires: 1-7-80

15 Return RR Barrett

16 Rt 1 Box 129

17 Bonanza Or 97623

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DESCRIPTION OF PROPERTY

5322

All the following described real property situate in Klamath County, Oregon:

A portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 40 South, Range 13 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 3; thence South along the East section line of said section 3 a distance of 1032 feet to a point; thence Northwesterly a distance of 1684 feet to a point on the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, a distance of 1297 feet West from the point of beginning; thence East 1297 feet along the North line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ to the point of beginning.

EXCEPTING THEREFROM any portion lying within the right of way of the County Road.

KLAMATH COUNTY TITLE COMPANY

BY: *Diana Gimm*

STATE OF OREGON; COUNTY OF KLAMATH; ss:

Sited for record at request of Klamath County Title Company

this 30th day of March A.D. 1977 at 2:01 o'clock P.M. and

duly recorded in Vol. M 77, of N Water Rights on Page 5319

Fee \$12.00

W. D. MILNE County Clerk

Hazel Craig

EXHIBIT "A"