

GRANT OF EASEMENT

We, BRUNG ROHLIG and CHARLOTTE I. ROHLIG, husband and wife, of the County of Klamath, State of Oregon, hereinafter referred to as grantors, in consideration of \$5,000.00, receipt of \$5,000.00 and grantees promissory note in the sum of \$1,000.00, receipt of which is hereby acknowledged, do hereby grant, set over, convey and release unto LLOYD E. PAGE and EYVONNE M. PAGE, husband and wife, of the County of Ventura, State of California, grantees, their successors and assigns a nonexclusive easement and right of way, including the right to enter upon the real estate hereinafter described for the construction, operation, maintenance, repair and replacement of a domestic water pipeline together with the right to excavate and re-fill a ditch or trench for the location of the pipeline. This easement and right of way herein granted covers a strip of land 8 feet in width over, across, through and under a portion of Lot 2, Block 65, Klamath Falls Forest Estates Highway 66 Unit, Plat No. 3, as recorded in the office of the County Recorder of Klamath County, Oregon, which easement begins at a point 5 feet, more or less, west of the northeast corner of grantors' existing residential house, thence northerly 120 feet, more or less, to grantors' north boundary, which point is 90 feet, more or less, east of grantors west boundary, thence generally westerly and parallel to grantors' north boundary 10 feet, more or less, thence south 120 feet, more or less, to the north side of grantors' house, thence east 10 feet, more or less, to the point of beginning. The terms of this easement are as follows:

(1) This easement shall be for the purpose of installing and maintaining a water pipeline, which pipe is to be installed below the frostline, which shall be considered to be not less than thirty inches.

(2) Grantees agree to indemnify and defend grantors from any loss, claim or liability to grantors arising in any manner out of grantees use of the easement.

(3) In the event that grantees acquire a well upon grantees property which is sufficient to accomodate grantees' property, this easement shall terminate, or at such other time as grantees shall terminate the easement in writing. Grantees shall, upon request, execute a recordable document evidencing such termination. This easement and agreement is an appertenant to and for the benefit of grantees' property described as Lot 1, Block 65 Klamath Falls Forests Estates Highway 66 Unit, Plat No. 3 as recorded in the office of the County Recorder of Klamath County, Oregon.

This easement is granted subject to all prior easements or encumbrances of record.

(4) Grantees are hereby granted by grantors the right to use fifty percent (50%) of the available water from grantors' presently existing well which is situated between grantors' garage and grantors' west property line, together with grantors' existing supplied pipe between the well and the pressure tank, the pressure tank and pump and the line between the pressure tank and the north side of grantors' house.

(5) Grantors and grantees shall share equally the responsibility for maintenance, repair, replacement and expense thereof for the well, pumps, line to storage tank, storage tank, line between the storage tank and the pressure tank, the pressure tank and the expense of electrical power to operate the pump.

(6) Grantees shall be responsible for the purchase, installation, maintenance, repair, replacement and cost thereof of the

pipeline from the exterior of grantors' house to grantees' point of use.

(7) Grantees shall be responsible for all of the expense of the purchase of and having the pipeline between the pressure tank and the exterior of the north side of grantors' resident house installed, maintained, repaired or replaced, as required, holding grantors harmless therefrom.

(8) All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to and inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and so far as this agreement is assignable by the terms hereof, to the assigns of such parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 15 day of June, 1978.

GRANTORS

GRANTEES:

Alvin DahlbergEdward E. PageCharles H. AshleyLawrence M. Page

Return to:

Mike Grant
3207 Main
N. Hills, OR

STATE OF OREGON; COUNTY OF CLATSOP; OR.

Filed for record at request of Mike Granton 15th day of August, A. D. 1978, at 5:28 clock P.M., onbook recorded in Vol. 278 of Books on Page 7410

We D. MILNE, County Clerk

By Richard A. Smith

\$9.00