

64485

MT 7486-L
AGREEMENT FOR THE JOINT USE OF WATER

Vol. ^M79 Page **6579**

AGREEMENT made this 13th day of March, 1979,
by and between R. H. & L. LOVENESS LUMBER CO. (hereafter
"Seller") and ROLLIN THRONE and LEITH THRONE, Husband and
Wife (hereafter "Buyer").

RECITALS

A. Sellers are this day selling the
real property to Buyer which is described in
the body of this Agreement.

B. The transferred real property has
a pump located thereon which provides the water
supply for adjoining land owned by Seller.

C. The pump is owned by Seller. Buyer
and Seller wish to have the joint use of Seller's
pump and Buyer is willing to grant Seller an
easement for ingress and egress to the pump and
to maintain a pipeline from the pump to Seller's
adjoining property.

A G R E E M E N T

1. Seller reserves the right to use and maintain
a pipeline across certain real property described on Exhibit
"A" attached hereto, (hereafter "the premises") together with
the right to enter the premises for the purpose of maintaining
pipeline repairing or replacing said pipeline.

2. Seller has installed and is the owner of a pump
located on the Malin Highline Ditch on the westerly portion of
the premises. Seller grants Buyer the right to use said pump

79 MAR 23 AM 11 18

jointly with Seller, and Buyer agrees to pay 50 percent of the maintenance cost of same. 6580

3. Seller reserves the right to use and maintain a pipeline which extends over the ground northerly from the pump described above approximately 745 feet to the northerly boundary of the premises and which lies approximately 60 feet east of the westerly boundary of the premises, together with the right of ingress and egress for the purpose of maintaining said pipeline and said pump. Buyer grants Seller an easement for this purpose over a 30 foot strip of land over the premises paralleling and tangent to said pipeline on the west.

4. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the day and year first above written.


Rollin Throne

R. H. & L. LOVENESS LUMBER CO.

by 
President


Leith Throne

by 
Secretary

EXHIBIT "A"

A parcel of land situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, T41S, R12E, W.M., more particularly described as follows:

Beginning at a point on the West line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, from which the Northwest corner of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ bears N00°22'18"W 581.32 feet; thence from said point of beginning S00°22'18"E along the West line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ 747.52 feet to the southwest corner of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N89°54'18"E along the South line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ 592.49 feet to a 5/8" iron pin; thence N00°22'18"W 747.52 feet to a 5/8" iron pin; thence S89°54'18"W 592.49 feet to the point of beginning, EXCEPTING THEREFROM the following described property:

A parcel of land situated in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 12, T41S, R12E, W.M., more particularly described as follows:

Beginning at a point on the West line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ from which the Northwest corner of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ bears N00°22'18"W 581.32 feet; thence from said point of beginning S00°22'18"E along the West line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ 217.43 feet to a point on the Northeasterly right of way line of that certain county road known as the "Malin Loop Road"; thence S29°56'18"E along the Northeasterly right of way line of said "Malin Loop Road" 60.79 feet to a point on the East right of way line of said "Malin Loop Road", said point further being described as 30.00 feet Easterly of the West line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence S00°22'18"E, parallel to and 30.00 feet at right angles Easterly of the West line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ 60.00 feet; thence N89°37'42"E 30.00 feet to a point that is 60.00 feet Easterly of the West line of said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence N00°22'18"W, parallel to and 60.00 feet at right angles Easterly of the West line of the said SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ 330.02 feet; thence S89°54'18"W 60.00 feet to the point of beginning, containing 0.40 acres, more or less.

6582

STATE OF OREGON)
 : ss.
 County of Klamath)

On this 13 day of March, 1979, before me,
 appeared the within named RE LOVENESS & LE LOVENESS
 who, being duly sworn, did say that they were President and Secre-
 tary of R. H. & L. Loveness Lumber Co., and that the above Agree-
 ment was signed in behalf of said corporation by authority of its
 board of directors and they did acknowledge said instrument to be
 its voluntary act and deed.

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

Barbara
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 4-11-81

STATE OF OREGON)
 : ss:
 County of Klamath)

On this 14th day of March, 1979, personally
 appeared the above named ROLLIN THRONE and LEITH THRONE and
 acknowledged the foregoing instrument to be their voluntary act
 and deed.

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

Albert M. Lipp
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: Oct. 30, 1980

Return To:

McCobb + Orcutt
 Attorneys at Law
 1763 Washburn Way
 City

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.
 this 23rd day of March A. D. 1979 at 11:18 o'clock A M., on
 duly recorded in Vol. M79, of Deeds on Page 6579

Wm D. MILNE, County Clerk
 By Bernetha M. Metch

Fee \$12.00