

WATER USE AGREEMENT

1 THIS AGREEMENT, made and entered into this 24th day of
2 July, 1980, by and between LORIS E. HARRELL and
3 FRANCELLE P. HARRELL, husband and wife, hereinafter referred to
4 as "HARRELL", and, JESSE L. VAN METER, hereinafter referred to as
5 "VAN METER",

W I T N E S S E T H:

6
7 WHEREAS, HARRELL are the owners of the following described
8 real property located in Klamath County, Oregon, to-wit:

9 A tract of land situated in the W 1/2 of the SE 1/4 of
10 Section 17, T. 39 S.R. 10 E.W.M., Klamath County, Oregon,
11 more particularly described as follows: Beginning at a
12 point on the West line of the SE 1/4 of said Section 17
13 which is N 00°07'58" E 830 feet from a brass cap monument
14 marking the S 1/4 corner of said Section 17; thence S 89°
15 52'02" E 30.00 feet to a 5/8 iron pin; thence continuing
16 S 89°52'02" E 1272.70 feet to a 5/8 inch iron pin; thence
17 continuing S 89°52'02" E 30.00 feet to the East line of
18 the W 1/2 of the SE 1/4 of said Section 17; thence N 00°
19 07'21" E along said East line 260.00 feet; thence N. 98°
20 52'02" W. 30.00 feet to a 5/8 inch iron pin; thence con-
21 tinuing N. 89°52' 02" W 1272.65 feet to a 5/8 inch iron pin;
22 thence continuing N 89°52'02" W 30.00 to the West line of
23 the SE 1/4 of said Section 17; thence S 00°07'58" W 260.00
24 feet to the point of beginning containing 7.78 acres, more
25 or less.

26 herein referred to as PARCEL I; and

WHEREAS, VAN METER is the owner of the following described
real property located in Klamath County, Oregon, to-wit:

A tract of land situated in the W 1/2 of the SE 1/4 of
Section 17, T. 39 S., R. 10 E.W.M., more particularly
described as follows: Beginning at a point on the West
line of the SE 1/4 of said Section 17 which is N 00°07'
58" E 570.00 feet from a brass cap monument marking the
S 1/4 corner of said Section 17; thence S 89°52'02" E
30.00 feet to a 5/8 inch iron pin; thence continuing S 89°
52'02" E 1272.74 feet to a 5/8 inch iron pin; thence con-
tinuing S 89°52'02" E 30.00 feet to the East line of the
W 1/2 of the SE 1/4 of said Section 17; thence N 00°07'
21" E along said East line 260.00 feet; thence N 89°52'02"
W 30.00 feet to a 5/8 inch iron pin; thence continuing N

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1 89°52'02" W 1272.70 feet to a 5/8 inch iron pin; ~~thence~~
2 ~~continuing N 89°52'02" W 1272.70 feet to a 5/8 inch iron~~
3 ~~pin;~~ thence continuing N 89°52'02" W 30.00 feet to the
4 West line of the SE 1/4 of said Section 17; thence S 00°
5 07'58" W 260.00 feet to the point of beginning, EXCEPTING
6 THEREFROM that parcel of land described in the deed to Eric
7 A. Westin and Joan C. Westin recorded 9/20/74 in Volume M74
8 at page 12436 in the Klamath County Microfilm Records;

9 and, A tract of land situated in the W 1/2 of the SE 1/4
10 of Section 17, T. 39 S., R. 10 E.W.M., more particularly
11 described as follows: Beginning at a point on the West
12 line of the SE 1/4 of said Section 17 which is N 00°07'
13 58" E 570.00 feet from a brass cap monument marking the
14 S 1/4 corner of said Section 17; thence S 89°52'02" E
15 30.00 feet to a 5/8 inch iron pin and the true point of
16 beginning; thence continuing S 89°52'02" E 189.39 feet;
17 thence N 00°07'58" E 230.00 feet; thence N 89°52'02" W
18 189.39 feet; thence S 00°07'58" W 230.00 feet to the point
19 of beginning.

20 herein referred to as PARCEL II, and

21 WHEREAS, there is a well and pump apparatus located upon
22 said PARCEL I, and

23 WHEREAS, the parties hereto desire to enter into this agree-
24 ment for the use of said well and pump located upon PARCEL I for
25 the delivery of water to PARCEL II, including the maintenance of
26 said well and pump,

NOW, THEREFORE, in consideration of the covenants of the
parties hereto and the consideration herein provided,

IT IS MUTUALLY AGREED by and between the parties hereto as
follows:

1. The well and pump apparatus on said PARCEL I is owned by
HARRELL, and
2. That VAN METER shall be entitled to the delivery of water
for domestic use from said well on PARCEL I to PARCEL II in such

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1 amount as is reasonably needed, including watering lawn, garden
2 and incidental purposes, and

3 3. VAN METER shall pay the sum of \$15.00 per month to HARRELL,
4 said sum shall be for electricity used and maintenance of said
5 well and pump, and

6 4. VAN METER shall have the right to enter upon the land herein
7 enumerated as PARCEL I for the purpose of maintaining the pipe
8 line and pump equipment located thereon, and

9 5. The parties to this agreement shall at all times during
10 the term hereof maintain in good order the pump equipment and pipe
11 line which is located on their respective property, provided, how-
12 ever, that the said parties during the term hereof shall equally
13 share in any expense relating to the said pump apparatus located
14 on said PARCEL I not covered by said monthly charge, and

15 6. That this agreement shall bind and inure to the benefit
16 of the heirs and assigns of all parties referred to herein, and

17 7. That the duration of this agreement shall extend from
18 the date hereof until such time as a domestic water supply is
19 furnished PARCEL II from any other source acceptable to the
20 Director of Veterans' Affairs for the State of Oregon, and

21 8. HARRELL by reason of the foregoing does hereby grant and
22 convey to VAN METER, his heirs and assigns, an easement to obtain
23 water for said domestic use on PARCEL II from the well on PARCEL
24 I, provided, however, that this easement shall terminate at such
25 time as a domestic water supply is furnished PARCEL II from any
26 source acceptable to the Director of Veterans' Affairs for the

Prentiss K. Puckett
ATTORNEY AT LAW
P.O. BOX 15
MERRILL, OREGON 97633
(503) 798-5844

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1 State of Oregon, and

2 9. VAN METER agrees to file with the County Clerk for Klamath
3 County, Oregon, for recording in the deed records, an acknowledged
4 release of this easement when this agreement is terminated.

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

7 Loris E. Harrell
8 Loris E. Harrell

9 Francella P. Harrell
10 Francella P. Harrell

11 Jesse L. Van Meter
12 Jesse L. Van Meter

13 STATE OF OREGON)
14 County of Klamath) ss.

July 24, 1980

15 Personally appeared the within named LORIS E. HARRELL and
16 FRANCELLA P. HARRELL, husband and wife, and acknowledged the
17 foregoing instrument to be their voluntary act and deed.
18 BEFORE ME:

19 Pamela A. Trence
20 Notary Public for Oregon
21 My Commission expires:

22 STATE OF OREGON)
23 County of Klamath) ss.

July 24, 1980

24 Personally appeared the within named JESSE L. VAN METER and
25 acknowledged the foregoing instrument to be their voluntary act
26 and deed.
BEFORE ME:

Pamela A. Trence
Notary Public for Oregon
My Commission expires:

Prentiss K. Puckett
ATTORNEY AT LAW
P.O. BOX 15
MERRILL, OREGON 97633
(503) 798-5844

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of
August A.D., 19 80 at 10:34 o'clock A M., and duly recorded in Vol M80
of Deeds on Page 15628.

FEE \$14.00

WM. D. MILNE, County Clerk
By Bonnie A. Letcher Deputy