

6659

MTC-10690-L Vol. 181 Page2-2
20196

Agreement made and entered into this 16 day of November, 1981
by and between JACK R. CHAPMAN and JOANNAH M. CHAPMAN hereinafter referred
to as Grantors and JACK NEWMAN and JOAN M. NEWMAN hereinafter referred to
as Grantees.

WHEREAS, Grantor owns property adjacent to Grantee's property described
below to wit:

A tract of land situated in the N $\frac{1}{2}$ of Section 20, Township
39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath
County, Oregon, more particularly described as follows:

Beginning at a point on the South line of the N $\frac{1}{2}$ of said
Section 20, said point being South 89° 16' 53" West a dis-
tance of 3322.85 feet from the East $\frac{1}{4}$ corner of said Section
20; thence South 89° 16' 53" West 627.06 feet to the South-
west corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20; and the true
point of beginning of this description; thence North 00°
48' 38" West along the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said
Section 20, 649.47 feet; thence North 40° 24' 01" East 664.38
feet to the Southwesterly right of way line of the County
Road; thence Northwesterly along the South line of said road
to the Easterly line of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of
said Section 20; thence South along the Easterly line of
the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ to the true point of beginning.

ALSO, the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20, Township 39 South,
Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County,
Oregon.

EXCEPTING THEREFROM a tract of land in the N $\frac{1}{2}$ of Section 20,
Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian,
Klamath County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said
Section 20, said corner being South 89° 16' 53" West a
distance of 3949.91 feet from the East $\frac{1}{4}$ corner of said
Section 20; thence North 00° 48' 38" West 649.47 feet along
the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20; thence North
40° 24' 01" East, 664.38 feet to the Southwesterly right of way
line of North Poe Valley Road; thence Northwesterly along the
South line of said road to its intersection with a line 200
feet distant from and parallel with the last mentioned course,
said point being the true point of beginning of this descrip-
tion; thence South 40° 24' 01" West, 236.7 feet more or less
along said parallel line to the Northerly right of way line of
the K.I.D. "E" Canal; thence Northwesterly along said right of
way line to its intersection with the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$
of said Section 20; thence Easterly along said South line to
the Southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 00° 48' 38"
West along the East line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the Southwesterly
right of way of North Poe Valley Road; thence Southeasterly
along said right of way to the true point of beginning.

WHEREAS Grantees own property described below to wit:

A tract of land in the N $\frac{1}{2}$ of Section 20, Township 39 South Range 11 $\frac{1}{2}$
East of the Willamette Meridian, Klamath County, Oregon more particularly
described as follows:

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Commencing at the southwest corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20, said corner being S 89° 16' 53"W a distance of 3949.91 feet from the east one-fourth corner of said Section 20; thence N. 00° 48' 38" W., 649.47 feet along the west line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20; thence N 40° 24' 01" E., 664.38 feet to the southwesterly right of way line of North Poe Valley Road; thence northwesterly along the south line of said road to its intersection with a line 200 feet distant from and parallel with the last mentioned course, said point being the true point of beginning of this description,

Thence S. 40° 24' 01" W., 236.7 feet more or less along said parallel line to the northerly right of way line of the K.I.D. "E" Canal; thence northwesterly along said right of way line to its intersection with the south line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 20; thence easterly along said south line to the southeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence N 00° 48' 38" W. along the east line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ to the southwesterly right of way of North Poe Valley Road; thence southeasterly along said right of way to the true point of beginning.

WHEREAS Grantee owns a 30 horsepower pump located on the K.I.D. "E" canal, said pump being used to extract water from said canal and Grantee wishes to transfer ownership of said pump to Grantor.

~~WHEREAS Grantor wishes in exchange to grant to Grantee the right to use said pump for extracting water so long as said use does not interfere with the right of the Grantor.~~

NOW THEREFORE: Grantors in consideration of Ten Dollars (\$10.00) in hand paid and for other good and valuable consideration and the mutual covenants and promises herein contained grants to the Grantee and Grantee transfers to Grantor as follows:

1. Grantee sells, transfers and grants all right, title and interest he may have in that 30 horsepower pump located on the K.I.D. "E" Canal to Grantor and grants Grantor the right of ingress and egress across Grantee's property for repair and operation of said pump.

~~2. Grantors grant to Grantees personally the right to use said 30 horsepower pump located on the K.I.D. "E" Canal and said use shall be for irrigation of Grantees' property.~~

~~3. Grantees agree their use of the pump shall in no way interfere with the right of the Grantor to use the pump for irrigation of his property. Grantees' use shall be at times when the pump is not in use or is needed by the Grantor. Grantor does not warrant that he will supply or keep the pump in operation and that if the pump shall become inoperable Grantor is under no obligation to repair or maintain the pump.~~

4. Grantee agrees that this agreement is personal to them and shall not run with the land.

DATED: 11-16-81

Grantors:

Jack R. Chapman
Jeannette M. Chapman

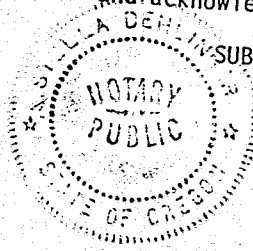
Grantees:

Jack Newman
Joan M. Newman

STATE OF OREGON)
County of Klamath) ss.

20198

Personally appeared the above JACK NEWMAN and JOAN M. NEWMAN, Grantees and acknowledged the foregoing instrument to be their voluntary act and deed.
SUBSCRIBED AND SWORN to before me this 16 day of November 1981.

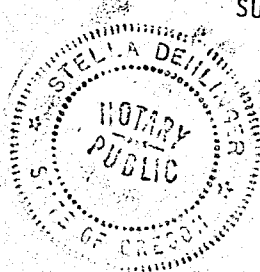


Stella Dehlinger
NOTARY PUBLIC FOR OREGON
My commission expires: 8-20-85

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above JACK R. CHAPMAN and JOANNAH M. CHAPMAN, Grantors and acknowledged the foregoing instrument to be their voluntary act and deed.

SUBSCRIBED AND SWORN to before me this 17th day of November 1981.



Stella Dehlinger
NOTARY PUBLIC FOR OREGON
My commission expires: 8-20-85

After recording
return to:
MTC

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record ~~November 19~~ November 19 A.D. 1981 at 3:30 o'clock P., and
this 19 day of November A.D. 1981 at 3:30 o'clock P., and
duly recorded in Vol. M 81, of Deeds on Page 20196
Fee \$12.00

By Evelyn Biehn
EVELYN BIEHN, County Clerk