

TA - 38 - 1615 - 9 - m
L.O.P.

Vol. 1162 Page 5388

11373

GRANT OF EASEMENT
AND
JOINT USE AGREEMENT

This Agreement, made and entered into this 15th day of March, 1982, between WILBUR J. SMITH and PATRICIA L. SMITH, husband and wife, hereafter called "GRANTORS" and RODNEY L. HADLEY and LEEANNA D. HADLEY, husband and wife, hereafter called "GRANTEES".

RECITALS

A. Grantors are the owners of a piece of real property situated in Klamath County, Oregon described as:

SW $\frac{1}{4}$ lying North of the O.C.&E. Railroad right of way and that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwest of the South Fork of the Sprague River all in Section 20, Township 36 South, Range 14 East of the Willamette Meridian.

NE $\frac{1}{4}$ lying North of the O.C.&E. Railroad right of way and Southwest of the South fork of the Sprague River in Section 29, Township 36 South, Range 14 East of the Willamette Meridian, EXCEPT THEREFROM the W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$.

The North half of Section 29, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Klamath Falls-Lakeview Highway and Southwesterly of the O.C.&E. Railroad, EXCEPT THEREFROM the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$.

The SW $\frac{1}{4}$ of Section 20, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion of Section 20 more particularly described as follows:

Beginning at the intersection of the Easterly line of a county road, known as Ivory Pine Road, and the Southerly line of the O.C.&E. Railroad right-of-way; thence running along said right-of-way in a straight line in a Southeasterly direction 10 chains; thence South parallel to the Easterly line of said county road 20 chains; thence Westerly parallel to the Southerly line of said railroad right-of-way 10 chains to the Easterly line of said road; thence North along said Easterly line 20 chains to the point of beginning.

together with a well, a pump house, a deep pump and motor, two booster pumps and motors and supply line extending to various portions of said property.

B. Grantors desire to convey to Grantees the following portion of said real property

SW $\frac{1}{4}$ lying North of the O.C.&E. Railroad right of way and that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwest of the South Fork of the Sprague River all in Section 20, Township 36 South, Range 14 East of the Willamette Meridian.

NE $\frac{1}{4}$ lying North of the O.C.&E. Railroad right of way and Southwest of the South fork of the Sprague River in Section 29, Township 36 South, Range 14 East of the Willamette Meridian, EXCEPT THEREFROM the W $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$.

hereinafter called Grantees property and retain the following portion of said property for their own use:

The North half of Section 29, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Klamath Falls-Lakeview Highway and Southwesterly of the O.C.&E. Railroad, EXCEPT THEREFROM the NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$.

The SW $\frac{1}{4}$ of Section 20, Township 36 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion of Section 20 more particularly described as follows: Beginning at the intersection of the Easterly line of a county road, known as Ivory Pine Road, and the Southerly line of the O.C.&E. Railroad right-of-way; thence running along said right-of-way in a straight line in a Southeasterly direction 10 chains; thence South parallel to the Easterly line of said county road 20 chains; thence Westerly parallel to the Southerly line of said railroad right-of-way 10 chains to the Easterly line of said road; thence North along said Easterly line 20 chains to the point of beginning.

hereinafter called Grantors' property.

C. Said properties are or will become subject to loans secured by mortgages to the Federal Land Bank of Spokane.

D. In addition to the conveyance of said real property by Grantors to Grantees, the Grantors desire to convey an interest in the well, pump house, pumps and motors to the Grantees together with the necessary easements to maintain the same and agree to supply water through the supply lines to Grantees property.

EASEMENT AND AGREEMENT

NOW THEREFORE the parties agree as follows:

2. EASEMENT AND AGREEMENT

1. Grantors convey to Grantees the following property and rights:

a. an undivided one-half interest in that certain existing well situated upon Grantors' property north of Highway 140 in Klamath County, Oregon.

b. an undivided one-half interest in the deep pump and motor, the two booster pumps and motors and the pump house that is all situated upon the well.

c. the right to receive water for irrigation purposes through the existing supply line that extends from the well northwest along and parallel to Highway 140 a distance of 900 feet; thence northeast perpendicular to the said Highway 140 a distance of 1440 feet; thence northwest to Grantees' property a distance of 1860 feet; and from the well southeast along and parallel to Highway 140 a distance of 1500 feet; thence northeast perpendicular to the said Highway 140 a distance of 1250 feet to Grantees' property and together with an easement upon said land for the use and operation thereof.

2. Grantors grant to Grantees the right of ingress and egress upon Grantors' property for purposes of operation and repair of the mainline, pumps, well and pump house.

3. Grantors also grant to Grantees a non-exclusive roadway easement beginning at the southwest corner of the N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29, Township 36 South, Range 14 EWM extending Southwesterly to Highway 140 along an existing roadway for purposes of ingress and egress.

4. The parties hereto agree that Grantors shall maintain said supply lines, pump house, booster pumps and deep pump. It is further agreed that the Grantees herein shall pay 50% of the cost of repair, maintenance and operation of the deep pump and booster pumps. In the event the Grantors refuse to maintain said supply lines, pump house, booster pumps and deep pump, the Grantees may do so and charge the cost or proportion of the cost to the Grantors.

5. In the event that either party refuses to pay the charges due hereunder within 30 days of presentation, the party

performing the maintenance, repair or paying the cost of operation shall have a claim against the party refusing to pay the charges and upon action or suit being instituted, shall be awarded attorney fees in addition to the amount claimed.

6. The water allocation from the well shall be appropriated equally to both the lands of the Grantors and the lands of the Grantees. Neither party hereto shall waste any water and shall use the same according to good agricultural practices.

7. The easements and rights and duties created by this document shall run with the lands above described and shall extend to and be binding upon the heirs, successors and assigns of the parties hereto.

8. It is understood by the parties hereto that the office of William P. Brandsness, P.C. has prepared this document for the use by both parties or either party. That said office has not offered individual financial, legal or tax advise to either party and that each party is free to obtain their own independent advise in these areas. The parties further acknowledge that all real property descriptions were provided by the parties.

DATED this 29th day of March, 1982.

GRANTORS

William J. Smith
William J. Smith

Patricia L. Smith
Patricia L. Smith

GRANTEES

Rodney L. Hadley
Rodney L. Hadley

LeeAnna D. Hadley
LeeAnna D. Hadley

5392

STATE OF OREGON)
County of Klamath) ss. April 29, 1982.

Personally appeared the above-named WILBUR J. SMITH and PATRICIA L. SMITH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Wardene V. Addington
Notary Public for Oregon
My Commission Expires: 3-22-85

STATE OF OREGON)
County of Klamath) ss. April 29, 1982.

Personally appeared the above-named RODNEY L. HADLEY and LEEANNA D. HADLEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Albert G. Sharp
Notary Public for Oregon
My Commission Expires: Oct. 30, 1984

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____
this 30 day of April A. D. 1982 at 3:43 o'clock P.M., and
duly recorded in Vol. M 82, of Deeds on Page 5388

Fee \$20.00

By Evelyn Bienn County Clerk