

13634

## EASEMENT AGREEMENT

Vol. MRV Page 9049

K. 35449

This Agreement, made and interest in this 15 day of July, 1982, by and between MICHAEL M. HUBBARD, hereinafter referred to as HUBBARD, and CURTIS T. UNDERWOOD and DELLA A. UNDERWOOD, Husband and Wife, hereinafter referred to as UNDERWOOD,

WHEREAS, HUBBARD is the recorded owner of that certain irrigation ditch located in Klamath County, State of Oregon, said ditch located on real property located in the NE 1/4 of the NE 1/4 of Section 30, Township 39 South, Range 12 East of the Willamette Meridian; the NW 1/4 of the NW 1/4 of Section 29, Township 39 South, Range 12 East of the Willamette Meridian; and the SW 1/4 of the SW 1/4 of Section 20, Township 39 South, Range 12 East of the Willamette Meridian, said existing ditch, including fill, runs from the existing HORSEFLY IRRIGATION CANAL across the above-described property to property owned by UNDERWOOD as of the time of recording of this document. Said property owned by UNDERWOOD is described as follows:

That portion of the W 1/2 and W 1/2 SE 1/4 lying Southwesterly of Lost River and Northeasterly of East Langell Valley Road, Klamath County, Oregon, Section 20, Township 39 South, Range 12 East of the Willamette Meridian.

NOW THEREFORE, in consideration of the mutual covenants contained herein and one dollar paid by each party to the other, and other valuable consideration, the parties agree as follows:

HUBBARD does hereby grant, assign, bargain, sell, and convey unto UNDERWOOD an easement over the real property where the above-described existing ditch is located. This easement is for the mutual benefit of land owned by HUBBARD and of the land above described owned by UNDERWOOD, and for irrigation and utility purposes. HUBBARD and UNDERWOOD shall have all rights of ingress and egress to and from said real estate necessary for the use, enjoyment, operation, and maintenance of the easement hereby described and all rights of privilege incident thereto.

It is understood that the property owned by HUBBARD is presently irrigated by water delivered to said ditch, and the above-described property owned by UNDERWOOD is also benefited by water delivered to said ditch. All maintenance and repair costs for said ditch shall be borne by each party on the basis of a ratio determined by the number of acres irrigated by each party with water delivered on said easement to the total number of acres irrigated with water delivered on said easement.

THIS AGREEMENT shall bind and inure to the benefit of the parties' respective heirs, executors, administrators, successors, and assigns.

EASEMENT AGREEMENT

PROCTOR, PUCKETT & FAIRCLO  
ATTORNEYS AT LAW  
280 MAIN STREET  
KLAMATH FALLS, OREGON 97601

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In the event of litigation or in the event attorneys need to be hired to enforce the terms of this Agreement, the prevailing party shall be entitled to attorney's fees including any appeal therefrom.

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IN WITNESS WHEREOF, the parties herein described set our hands this 15<sup>th</sup> day of July, 1982.

Michael M. Hubbard  
MICHAEL M. HUBBARD

Curtis T. Underwood  
CURTIS T. UNDERWOOD

Della A. Underwood  
DELLA A. UNDERWOOD

STATE OF OREGON )  
County of Klamath ) ss.

On this the 15 day of July, 1982, before me appeared MICHAEL M. HUBBARD, known to me to be the identical individual herein described and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]  
NOTARY PUBLIC FOR OREGON

My Commission expires 8.5.83

STATE OF OREGON )  
County of Klamath ) ss.

On this the 15 day of July, 1982, before me appeared CURTIS T. UNDERWOOD and DELLA A. UNDERWOOD, known to me to be the identical individuals herein described and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

[Signature]  
NOTARY PUBLIC FOR OREGON

My Commission expires 8.5.82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15 day of July A.D., 1982 at 2:46 o'clock P M., and duly recorded in Vol M 82, of Deeds on page 9049.

Fee \$8.00

EVELYN SIEHN  
COUNTY CLERK

By Joyce McArthur deputy

Return to Underwood Box 8  
Bonanza Or 97623