

44491

K-37445

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AGREEMENT

DATE: December 27, 1984

PARTIES:

DAYTON O. HYDE and GERDA V. HYDE, hereinafter called "Hyde", and SAND CREEK RANCH, a co-partnership consisting of THE GRUPE COMPANY, a California corporation, and CORTOPASSI/ GRAHAM, INC., a California corporation, hereinafter called "Grupe".

RECITALS

- A. Hyde has sold to Grupe real property described as Parcel B, retaining real property described as Parcel A;
- B. The parties desire to make more beneficial use of the water by extending the existing diversion ditch on Parcel A to serve Parcel B.

AGREEMENT

1. Use of Irrigation Ditch. Hyde grants to Grupe the right to use the existing irrigation ditch from the diversion points described on Exhibit "C" hereto, extending in a northerly direction through the Parcel A, together with the right of Grupe to extend the ditch across Parcel A to Parcel B for the purpose of irrigating lands in Parcel B, with the right of ingress and egress to Parcel A to construct and maintain said ditch.
2. Relocating the Existing Ditch. Hyde may relocate the existing ditch so long as the relocation does not preclude the ability to provide water to Parcel B in a reasonable manner. Hyde retains the right of first call on said ditch.
3. Indemnity. Grupe indemnifies and holds Hyde harmless from any liability arising from its use of the right of way.
4. Breach of Obligation. Either party shall be entitled to enforce this Agreement by suit for specific performance or, where appropriate, injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this Agreement.
5. Attorney Fees. In the event of any litigation arising under this Agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate Court.
6. Additional Documentation. At such time as the easement herein contemplated is surveyed and plotted, Hyde shall cooperate with Grupe in

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preparing, executing and recording such other and further documentation as Grupe may reasonably request to more precisely describe this easement.

7. Effect of the Agreement. The easement granted hereunder shall run with the land as to all property burdened and benefited by such easement, including any division or partition of such property. The rights, covenants and obligations contained in this Agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this day and year first above written.

Dayton O. Hyde  
DAYTON O. HYDE  
Gerda V. Hyde  
GERDA V. HYDE

SAND CREEK RANCH

By: THE GRUPE COMPANY, Co-Partner

By: [Signature]  
GREENLAW GRUPE, Inc.,  
Chairman of the Board

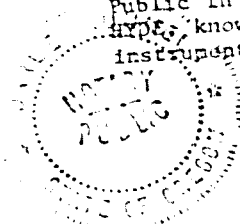
By: CORTOPASSI/GRAHAM, INC.  
Co-Partner

By: Dean A. Cortopassi  
DEAN A. CORTOPASSI,  
President

State of California )  
County of San Joaquin ) ss.

On Dec 28, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared DAYTON O. HYDE and GERDA V. HYDE, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



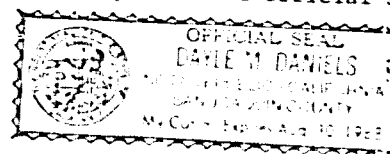
[Signature]  
Notary Public 9-23-87

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State of California )  
 ) SS:  
 County of San Joaquin)

On this 27<sup>th</sup> day of December, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared GREENLAW GRUPE, JR., known to me to be the Chairman of the Board of THE GRUPE COMPANY, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SAND CREEK RANCH, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

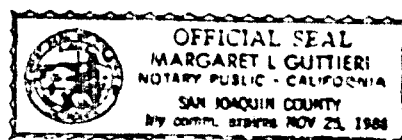


David M. Daniels  
 Notary Public

State of California )  
 ) SS:  
 County of San Joaquin)

On this 27<sup>th</sup> day of December, 1984, before me, the undersigned, a Notary Public in and for the said State, personally appeared DEAN A. CORTOPASSI, known to me to be the President of CORTOPASSI/GRAHAM, INC., the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of SAND CREEK RANCH, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Margaret L. Gutierrez  
 Notary Public

EXHIBIT "A"

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Township 32 South, Range 10 E.W.M.

Section 36: S  $\frac{1}{2}$  SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , N  $\frac{1}{2}$  N  $\frac{1}{2}$  SE  $\frac{1}{4}$ , N  $\frac{1}{2}$  NE  $\frac{1}{4}$  SW  $\frac{1}{4}$

Township 32 South, Range 11 E.W.M.

- Sec. 5: S  $\frac{1}{2}$  S  $\frac{1}{2}$  SW  $\frac{1}{4}$ ;  
Sec. 6: E  $\frac{1}{2}$  SE  $\frac{1}{4}$ , E  $\frac{1}{2}$  NW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ;  
Sec. 7: N  $\frac{1}{2}$  NE  $\frac{1}{4}$  NE  $\frac{1}{4}$ ;  
Sec. 8: NW  $\frac{1}{4}$ , E  $\frac{1}{2}$  SW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ ;  
Sec. 17: W  $\frac{1}{2}$  NE  $\frac{1}{4}$ , W  $\frac{1}{2}$ , W  $\frac{1}{2}$  SE  $\frac{1}{4}$ ;  
Sec. 20: W  $\frac{1}{2}$  E  $\frac{1}{2}$ , W  $\frac{1}{2}$ ;  
Sec. 29: W  $\frac{1}{2}$  NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$ , S  $\frac{1}{2}$ ;  
Sec. 31: NE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , S  $\frac{1}{2}$  NW  $\frac{1}{4}$  NE  $\frac{1}{4}$ ,  
SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , S  $\frac{1}{2}$  NE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ,  
SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ , Lot 2.  
Sec. 32: All

Township 33 South, Range 11 E.W.M.

- Sec. 4: W  $\frac{1}{2}$  SW  $\frac{1}{4}$ ;  
Sec. 5: E  $\frac{1}{2}$ , E  $\frac{1}{2}$  NW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ,  
SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ , SW  $\frac{1}{4}$   
Sec. 8: N  $\frac{1}{2}$ , N  $\frac{1}{2}$  S  $\frac{1}{2}$   
Sec. 9: W  $\frac{1}{2}$  NW  $\frac{1}{4}$ , W  $\frac{1}{2}$  W  $\frac{1}{2}$  SE  $\frac{1}{4}$  NW  $\frac{1}{4}$ ,  
N  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , W  $\frac{1}{2}$  NW  $\frac{1}{4}$  N  $\frac{1}{4}$  SW  $\frac{1}{4}$

Township 32 South, Range 11 E.W.M.

- Sec. 18: S  $\frac{1}{2}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$   
Sec. 19: NW  $\frac{1}{4}$  NE  $\frac{1}{4}$   
Sec. 7: E  $\frac{1}{2}$  SE  $\frac{1}{4}$  SE  $\frac{1}{4}$   
Sec. 16: NE  $\frac{1}{4}$  NE  $\frac{1}{4}$ , W  $\frac{1}{2}$  SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ ,  
E  $\frac{1}{2}$  SW  $\frac{1}{4}$  NE  $\frac{1}{4}$ , NW  $\frac{1}{4}$  SE  $\frac{1}{4}$ ,  
N  $\frac{1}{2}$  SW  $\frac{1}{4}$  SE  $\frac{1}{4}$

EXHIBIT 'B'

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PARCEL 1:

Township 32 South, Range 11 E.W.M.

Section 8: NW 1/4 SW 1/4

PARCEL 2:

Township 32 South, Range 11 E.W.M.

Section 5: S 1/2 S 1/2 SW 1/4

Section 6: E 1/2 SE 1/4, E 1/2 NW 1/4 SE 1/4

Section 7: N 1/2 NE 1/4 NE 1/4, E 1/2 SE 1/4 SE 1/4

Section 8: SW 1/4, E 1/2 SW 1/4

Section 18: NE 1/4 NE 1/4, W 1/2 SE 1/4 NE 1/4, E 1/2 SW 1/4 NE 1/4, S 1/2 SE 1/4

Section 19: NW 1/4 NE 1/4

PARCEL 3:

Township 32 South, Range 11 E.W.M.

Section 8: SW 1/4 SW 1/4

Section 18: W 1/2 SE 1/4 SW 1/4

Section 19: W 1/2 NE 1/4 NW 1/4

KLAMATH COUNTY TITLE CO.

to appropriate water  
YAMSAY LAND and CATTLE Co.  
Scale: 2" = 1 mi.

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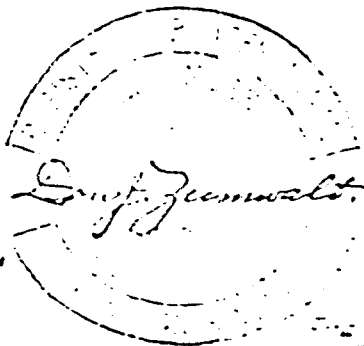
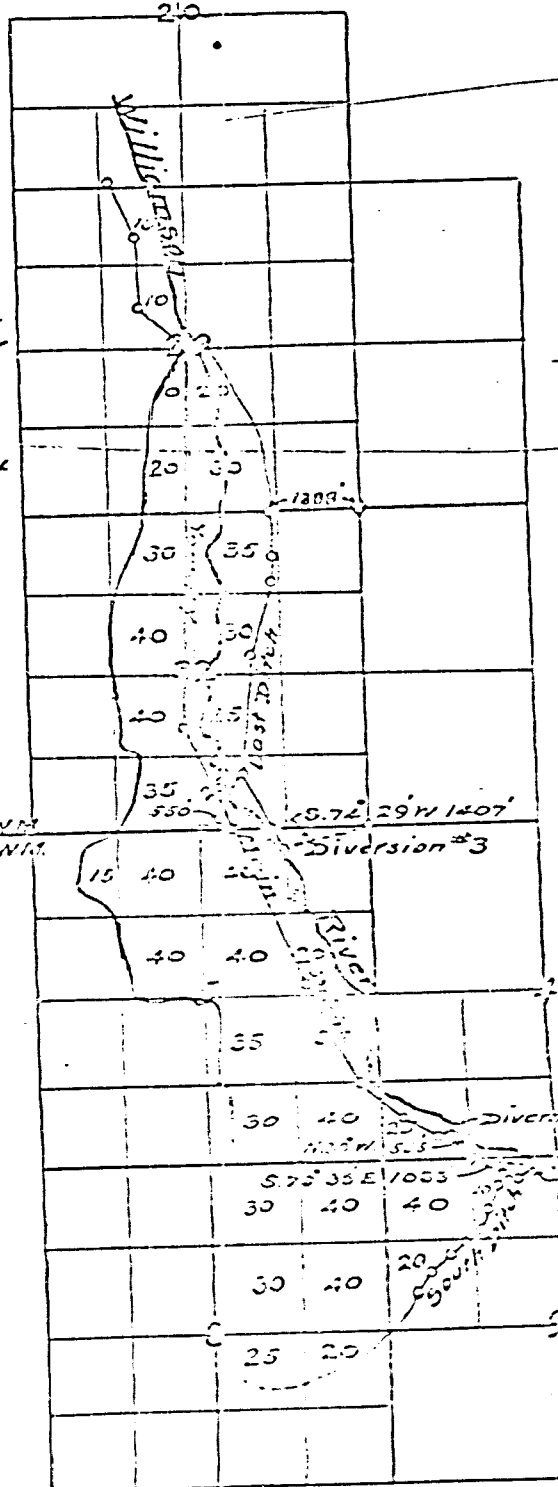
I, Don J. Zumwalt, of Klamath Falls, Oregon, do hereby certify that this map was made from notes taken during an actual survey made by me on October 23-28, 1925, and that it correctly represents the works described in the accompanying application, together with the location of streames and other ditches in the immediate vicinity.

*Don J. Zumwalt.*

Registered Professional Engr.  
Oregon No. 238  
Registered: Dec. 8, 1919.

Williamson River

T. 32 S. R. 11 E. W. 1/4  
T. 33 S. R. 11 E. W. 1/4



No. 9367

Exhibit C

No. 7093

STATE OF OREGON: COUNTY OF KLAMATH: ss  
I hereby certify that the within instrument was received and filed for  
record on the 28th day of December A.D., 1925 at 4:12 o'clock P.M.  
and duly recorded in Vol. 584 of Deeds on page 21645.

EVELYN BIEHN, COUNTY CLERK

by: *John H. Delbeck*, Deputy

Fee: \$25.00