

53766

K-38059
EASEMENT AGREEMENT

Vol. 1485 Page 15636

THIS EASEMENT is entered into on the dates set opposite the signatures of each party hereto. It is made by and between LESLIE UNRUH and DOROTHY UNRUH, husband and wife, as Grantors, and hereinafter referred to as "Grantor", and CLARK CARROL UNRUH, as Grantee, and hereinafter referred to as "Grantee".

IN CONSIDERATION of the mutual promises and covenants contained herein the parties hereby agree as follows:

1. RECITALS. The parties hereby declare that the following facts are true. Grantor is the owner of the following described real property:

Township 41 South, Range 12 E.W.M.
Farm Unit "F" according to the Farm Unit Plat, or
the Lot 19 of Section 18 and the Lot 13 of Section
19, EXCEPTING therefrom the North 30 acres.

and Grantee is the owner of the following described real property:

Township 41 South, Range 12 E.W.M.
The North 30 acres of the following described tract:
Farm Unit "F" according to the Farm Unit Plat, or the
Lot nineteen of Section 18 and the Lot 13 of Section 19

The parcels owned by Grantor and Grantee are adjacent. The Grantor is the owner of an irrigation pump located in the southeasterly portion of Grantor's property, and are also the owners of an irrigation mainline extending along the easterly boundary of Grantor's property. Grantor has agreed to allow the Grantee the use of the mainline and pump, as well as an easement for access purposes to the mainline and the pump.

2. CONSIDERATION. Grantee has paid the sum of \$10.00 to Grantor as consideration for the easement granted hereunder.

3. EASEMENT. Grantor hereby conveys to Grantee, his heirs, successors and assigns, a perpetual non-exclusive easement

EASEMENT AGREEMENT - Page 1.

SEP 25 PM 2 17

HENDERSON
& MOLATORE
ATTORNEYS AT LAW
426 MAIN STREET
KLAMATH FALLS,
OREGON 97601-6084
TELEPHONES
(503) 884-7731
884-2030

1 to use a strip of land across the property of Grantor, said strip
2 of land being described as follows: a 15 foot strip along the
3 easterly boundary of the Grantor's property.

4 4. USE. Grantee shall use the easement strip only for
5 purposes of constructing, reconstructing, maintaining, and
6 replacing, an irrigation pump and an irrigation mainline; said
7 pump and said mainline to be used only for irrigation of Grantee's
8 property. Any pump and mainline used by Grantee shall be used
9 and maintained in a manner so as not to unreasonably interfere
10 with any lawful use of Grantor's property by Grantor or others.

11 5. RIGHTS OF GRANTOR. Grantor reserves the right to use
12 the easement strip for any purpose, provided that such purpose
13 does not interfere with the rights granted to Grantee hereunder.
14 Grantor may grant use rights to third parties. The parties shall
15 cooperate during periods of joint use so that each parties' use
16 shall cause a minimum of interference to the other, however, in
17 case of conflict Grantor's right of use shall be dominant.
18 Grantor reserves the right to relocate this easement granted at
19 any time, and in such case shall move any irrigation pump and
20 irrigation pipe to a new easement, at Grantor's expense, provided
21 that such relocation will continue to allow reasonable irrigation
22 of Grantee's property. If the easement is relocated, the Grantor
23 may record an instrument indicating the relocated easement and
24 such instrument shall serve to amend this easement and eliminate
25 any rights of Grantee in the original easement strip. Such
26 amendment of the description shall be effective whether or not
27 signed by Grantee, but Grantee shall execute it or such other
28 document necessary to indicate relocation of the easement strip

1 when and if requested by Grantor.

2 6. INDEMNIFICATION. Grantee shall indemnify and defend
3 the Grantor from any loss, claim or liability of Grantor arising
4 in any manner out of Grantee's use of this easement. Grantee
5 assumes all risk arising out of its use of the easement strip, and
6 accepts the easement strip as is.

7 7. APPURTENANT. This easement is appurtenant to the
8 real property owned by Grantee.

9 8. CANCELLATION. This easement is perpetual, but in the
10 event that it is not used by Grantee for a period of five years,
11 this easement shall automatically expire and Grantee shall upon
12 request execute a recordable document evidencing such expiration.

13 9. PRIOR EASEMENTS OR ENCUMBRANCES. This easement is
14 granted subject to all prior easements or encumbrances.

15 10. SUBDIVISION. In the event of any subdivision or sale
16 of any portion of Grantee's property, this easement shall remain
17 appurtenant only to the largest remaining parcel, and owners of
18 other parcels to which Grantee's property may be divided shall
19 have no right in this easement.

20 11. JOINT USE. The parties contemplate that each party
21 will use the irrigation pump and mainline now owned by Grantor.
22 In the event of such joint use, of any mainline or pump owned by
23 either party to this agreement, the parties agree that the
24 maintenance expenses of the mainline and equipment shall be borne
25 by the parties in the same proportion as the parties use the
26 mainline and pump or other equipment. Any agreement regarding
27 joint use of any pump, mainline, or other equipment owned by
28 Grantor, may be terminated by Grantor at any time, upon 30 days

15639

1 notice to Grantee.

2 12. GUARANTEE. Grantor makes no guarantee to Grantee
3 regarding the quantity or quality of water available through this
4 easement.

5 13. BURY MAINLINE. Grantor shall have the right to bury
6 any mainline located on the easement, at Grantor's expense.

7 14. ATTORNEY. This document has been prepared by Jerry
8 Molatore, Attorney at Law, on behalf of Grantor. Grantee
9 acknowledges that Jerry Molatore does not represent him and that
10 he has the right to have this document reviewed by an attorney of
11 his choice.

12 IN WITNESS WHEREOF, we set our hands on the date set
13 opposite our signatures.

14 Leslie Unruh
15 LESLIE UNRUH

Sept 6, 1985
Date

16 Dorothy M. Unruh
17 DOROTHY UNRUH

Sept 6, 1985
Date

18 Clark Carrol Unruh
19 CLARK CARROL UNRUH

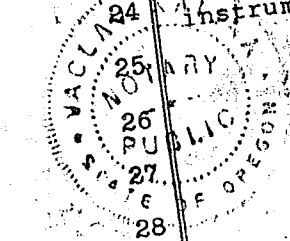
Sept 6, 1985
Date

20
21 STATE OF OREGON)
22 County of Klamath) ss.

Sept 6, 1985, 1985

23 Before me personally appeared the above named Leslie
24 Unruh and Dorothy Unruh and acknowledged the foregoing instrument
25 instrument to be their voluntary act and deed.

Vaclav Kalenik
Notary Public for Oregon
My Commission Expires: June 1, 1986



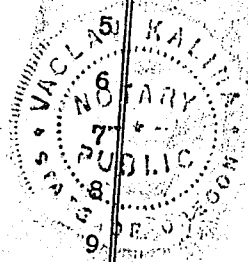
HENDERSON
& MOLATORE
ATTORNEYS AT LAW
425 MAIN STREET
KLAMATH FALLS,
OREGON 97601-6084
TELEPHONES
(503) 884-7731
884-2030

1 STATE OF OREGON)
2 County of Klamath) ss.

15640

Sept 6, 1985

3 Before me personally appeared the above named Clark
4 Carrol Unruh and acknowledged the foregoing instrument to be
5 his voluntary act and deed.



Vaclav Kalen's
Notary Public for Oregon
My Commission Expires: June 1, 1986

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

After Recording Return to:
Clark Carrol Unruh
c/o HC 62 Box 98
Malin, OR 97632

EASEMENT AGREEMENT - Page 5.

HENDERSON
& MOLATORE
ATTORNEYS AT LAW
426 MAIN STREET
KLAMATH FALLS
OREGON 97601-5084
TELEPHONES
(503) 884-7731
884-2030

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of September A.D., 19 85 at 2:17 o'clock P M., and duly recorded in Vol. M85
of Deeds on Page 15636

FEE \$21.00

Evelyn Biehn
By _____

County Clerk
Sam Smith