

ASPEN 38436

IRRIGATION PUMP AND DISTRIBUTION LINE AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 1992, by and between LARRY E. and CAROLYN F. PEACORE TRUST, dated August 16, 1990, First Party, and KEVIN G. MELLUISH and ROBIN R. MELLUISH, husband and wife, Second Party,

WITNESSETH:

WHEREAS, First Party is the owner of the following-described real property situated in Klamath County, Oregon:

PARCEL 2:

A parcel of land situated in the SW $\frac{1}{4}$ of Sec. 9, Twp. 39 S., R. 10, E.W.M., being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the Southwest corner of the West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 9; thence North 0°14'19" East, 446.60 feet to a 1/2 inch iron pin; thence North 0°10'38" East 273.23 feet to a 1/2 inch iron pin; thence South 89°27'29" East, 328.50 feet to a 1/2 inch iron pin on the East line of said West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 0°6'40" West along said East line West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$, 717.87 feet to a 1/2 inch iron pin marking the Southeast corner of said West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence North 89°48' West along the South line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, 329.80 feet to the point of beginning containing, together with: An easement for roadway purposes 30.00 feet in width across the Westerly portion of the West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Sec. 9, being adjacent to and Easterly of the West line thereof and beginning at the North line of said West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$ and terminating at the North line of the above-described parcel.

PARCEL 3:

The N 1/2 of the following-described property:

A parcel of land situated in the SW $\frac{1}{4}$ of Sec. 9, Twp. 39 S., R. 10, E.W.M., being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the Northeast corner of said SW $\frac{1}{4}$; thence South along the East line of said SW $\frac{1}{4}$, 1268.97 feet to a 1/2 inch iron pin on the Westerly right-of-way of Pine Grove Road, a county road; thence Southwesterly along said right-of-way line (long chord - South 14°37'27" West, 64.82 feet) to a 1/2 inch iron pin at the intersection of said right-of-way line with the South line of the NE $\frac{1}{4}$ of said SW $\frac{1}{4}$; thence North 89°48' West along said South line of NE $\frac{1}{4}$ SW $\frac{1}{4}$, 313.44 feet to a 1/2 inch iron pin marking the Southwest corner of the East 1/2 East 1/2 of said NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence North 0°6'40" East along the West line of said East 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$, 1335.70 feet to a 1/2 inch iron pin marking the Northwest corner of said East 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$; thence South 89°6'22" East along the North line of said SW $\frac{1}{4}$,

327.25 feet to the point of beginning, together with an easement for roadway purposes 30.00 feet in width across the Northerly portion of the West 1/2 East 1/2 NE 1/4 SW 1/4 of said Sec. 9, being adjacent to the Southerly of the North line thereof. Subject to: An easement for roadway purposes 30.00 feet in width across the Northerly portion of the above-described parcel, being adjacent to and Southerly of the North line thereof. Also subject to: An easement for power line maintenance 20.00 feet in width across the Southerly portion of the above-described parcel, being adjacent to and Northerly of the South line thereof;

And

WHEREAS, Second Party is the owner of the following-described real property situated in Klamath County, Oregon:

PARCEL 1:

The S 1/2 of the following-described property in the County of Klamath, State of Oregon:

A parcel of land situated in the SW 1/4 of Sec. 9, Twp. 39 S., R. 10, E.W.M., being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the Northeast corner of said SW 1/4; thence South along the East line of said SW 1/4, 1268.97 feet to a 1/2 inch iron pin on the Westerly right of way of Pine Grove Road, a county road; thence Southwesterly along said right of way line (long chord = South 14°37'27" West, 64.82 feet) to a 1/2 inch iron pin at the intersection of said right of way line with the South line of the NE 1/4 of said SW 1/4; thence North 89°48' West along said South line NE 1/4 SW 1/4, 313.44 feet to a 1/2 inch iron pin marking the Southwest corner of the E 1/2 E 1/2 of said NE 1/4 SW 1/4; thence North 0°6'40" East along the West line of said E 1/2 E 1/2 NE 1/4 SW 1/4, 1335.70 feet to a 1/2 inch iron pin marking the Northwest corner of said E 1/2 E 1/2 NE 1/4 SW 1/4; thence South 89°6'22" East along the North line of said SW 1/4, 327.25 feet to the point of beginning;

And

WHEREAS, there is presently existing an irrigation pump located on First Party's property located as shown on the map attached hereto;

And

WHEREAS, the pump provides irrigation water for First Party's and Second Party's property and additional parcels of real property;

And

WHEREAS, the parties wish to enter into a permanent agreement for the use,

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Page 2.

1 operation and maintenance of the pump and distribution lines:

2 NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

3 1. First Party does hereby give and grant unto Second Party, their heirs
4 and assigns, for the benefit of Second Party's real property above-described,
5 the perpetual non-exclusive right and easement for a 1/6th interest in and to
6 said pump and existing distribution lines, for irrigation purposes only.

7 2. Second Party does hereby grant and give unto First Party, its successors
8 and assigns, for the benefit of First Party's real property above-described, the
9 perpetual non-exclusive right and easement in and to the distribution lines
10 crossing the Northwest corner of the Second Party's property, as shown on the
11 map attached hereto.

12 3. It is mutually covenanted and agreed that the pump currently serves other
13 property.

14 4. The parties mutually covenant and agree that the cost of operation, main-
15 tenance, repair and replacement of any equipment used in connection with the
16 pump and distribution lines shall be shared by the parties as follows: Second
17 Party 1/6th, First Party, 2/6, other parties 1/2. First Party shall be solely
18 responsible for, and in charge of, the maintenance, repair and replacement of
19 the distribution lines from the pump to Second Party's property. Second Party
20 shall reimburse First Party for the cost of any maintenance, repair and replace-
21 ment incurred by First Party for distribution lines to Second Party's property.

22 5. It is mutually covenanted and agreed by all of the parties hereto, on
23 behalf of themselves, their heirs, successors and assigns, that in the event any
24 owner of either of said parcels of land shall, at any time hereafter, institute
25 any action, suit or proceeding to enforce any of the covenants and agreements
26 herein contained and/or for damages for breach of the same, that the Court may

award the prevailing party in such suit, action or proceeding, such sum as it may adjudge reasonable for said prevailing party's attorney's fees therein, in addition to the usual costs and disbursements provided by law.

6. This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first herein mentioned.

LARRY E. and GAROLYN F. PEACORE TRUST

By Harry E. Peacore
Garolyn F. Peacore
Trustee

Kevin G. Melliush
Kevin G. Melliush

By Carolyn F. Peacore
Carolyn F. Peacore
Trustee
FIRST PARTY

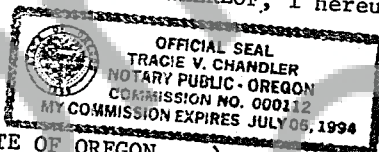
Robin R. Melliush by Kevin G. Melliush
Robin R. Melliush
SECOND PARTY
POA

STATE OF OREGON)

County of Klamath) SS

On this 15th day of June, 1992, before me, a notary public in and for said county and state, personally appeared Larry E. Peacore and Carolyn F. Peacore, of the State of Oregon, County of Klamath, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



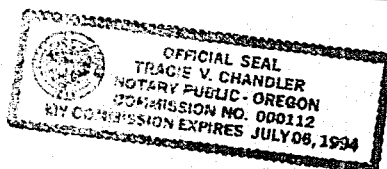
Tracie V. Chandler
Notary Public for Oregon
My Commission Expires: 7-6-94

STATE OF OREGON)

County of Klamath) SS

On this 15th day of June, 1992, personally appeared the above-named Kevin G. Melliush and Robin R. Melliush, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Tracie V. Chandler
Notary Public for Oregon
My Commission Expires: 7-6-94

WILLIAM L. SISEMORE
Attorney at Law
540 Main Street
KLAMATH FALLS, ORE.
97601

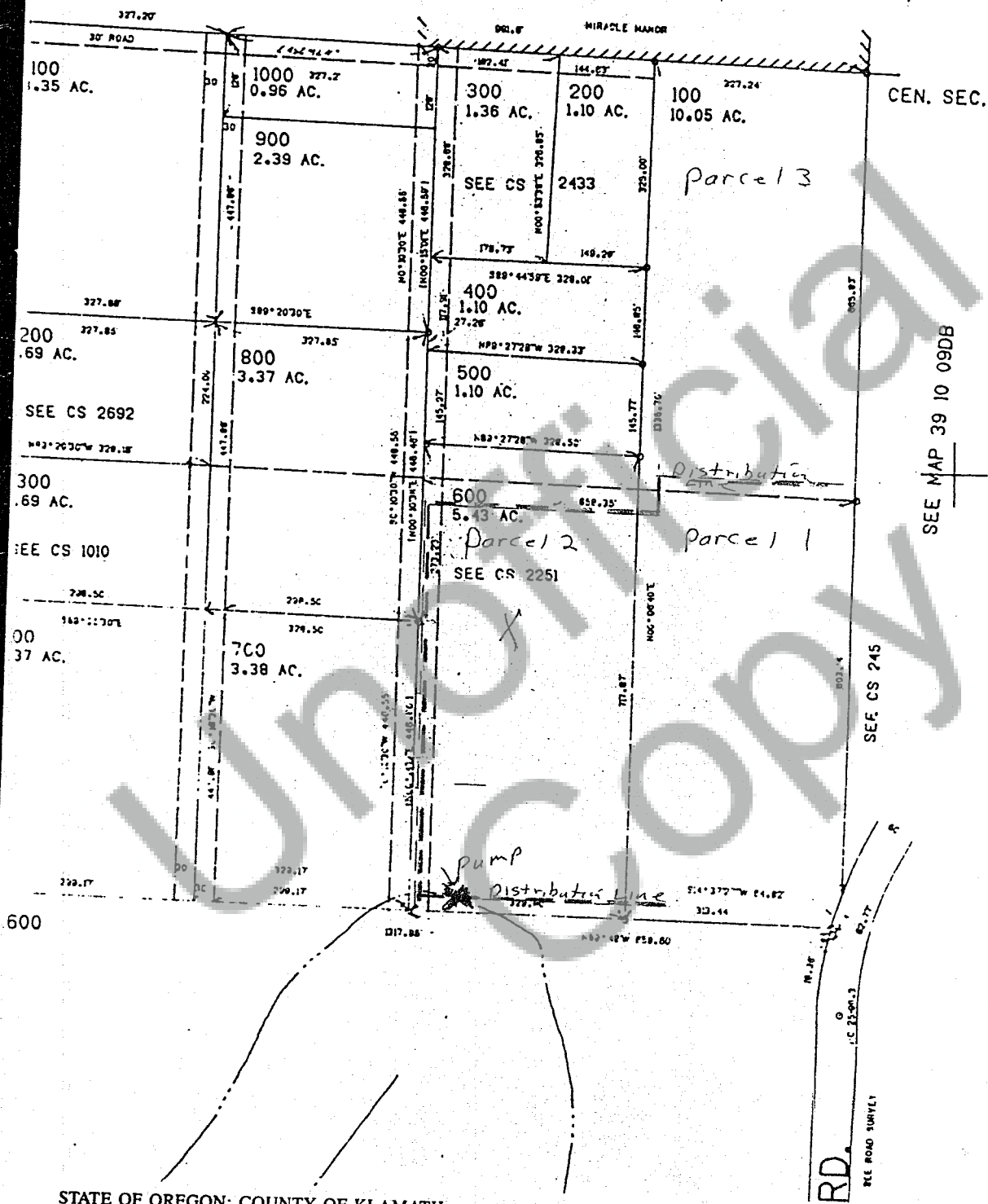
503/882-7229
O.S.B. #70133

13075

9 T.39S. R.10E. W.M.
TH COUNTY SEE MAP 39 10. 09BD

39 10 0

1"-200'



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 15th day
of June A.D., 19 92 at 3:22 o'clock P.M., and duly recorded in Vol. M92
of Deeds on Page 13071

FEE \$55.00

Evelyn Biehn County Clerk

By Pauline Mullins

Return: ATC