

GRANT OF EASEMENT

State of Oregon, County of Klamath
Recorded 10/08/2002 10:42 a. m.
Vol M02, Pg 57421-26
Linda Smith, County Clerk
Fee \$ 46⁰⁰ # of Pgs 6

PARTIES:

Maurice J. Anderson

(Anderson)

and

Jeff A. Brewer and Gail Ruth Brewer, Trustees
of the Jeff A. Brewer Trust under agreement dated April 24, 1998

(Brewer)

RECITALS:

A. Anderson owns the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein as though fully set forth (Anderson property). Brewer owns the real property more fully described in Exhibit B attached hereto and by this reference incorporated herein as though fully set forth (Brewer property).

B. Anderson's predecessor in title entered into an agreement with Brewer's predecessor and title. The agreement is entitled Water Agreement and is dated September 12, 1981 and was recorded October 8, 1981, Volume M81, Page 17794 in the deed records of Klamath County, Oregon. Under the terms of the Water Agreement, the parties to the agreement and their successors in interest agreed to the common use of a well located on the Anderson property.

C. The well on the Anderson property referred to in the Water Agreement went dry. As a result, Anderson drilled a new well on his property. Because of the configuration of the Brewer property it was not possible to locate a potable well on the Brewer property. As a result, with Anderson's consent, Brewer drilled a separate well on the Anderson property. The well drilled by Anderson now provides the water for the Anderson property and the well drilled by Brewer provides water for the Brewer property.

D. The parties now desire to terminate the Water Agreement in lieu thereof for Anderson to grant Brewer a perpetual easement appurtenant to the Brewer property to maintain the Brewer well on the Anderson property to provide water to the Brewer property.

IN CONSIDERATION OF THE FOREGOING RECITALS which are incorporated herein the parties agree to the following terms.

1. **GRANT OF EASEMENT.** Anderson hereby grants Brewer a perpetual non-exclusive easement appurtenant to the Brewer property to maintain the Brewer water well on the Anderson property and a water line from the well to the Brewer property and an electrical line to the well to provide electricity to operate the pump. Brewer may enter

upon the Anderson property to maintain the pump, well, piping, and electrical systems. All maintenance and electricity of the Brewer well and related equipment shall be provided by Brewer at Brewer's sole cost and expense.

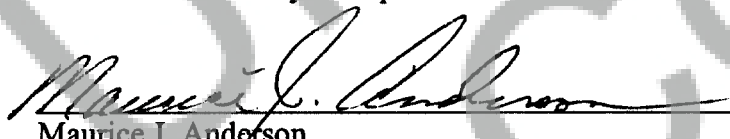
2. **INDEMNIFICATION.** Brewer and Brewer's successors and assigns shall save, harmless, defend and indemnify Anderson and Anderson's successors and assigns against any and all liability, loss, expense, or damage, including defense costs, arising out of or related to the maintenance or use of the Brewer well on the Anderson property and the associated plumbing and electrical systems. Anderson makes no representation or warranty regarding the quantity or quality of the water from the Brewer well.

3. **THE EASEMENT.** The easement granted herein is appurtenant to the Brewer property. This Agreement and the rights and obligations established thereunder shall run with the land and be binding upon parties' successors in interest.

4. **WATER AGREEMENT:** The Water Agreement is hereby terminated and neither party shall have any rights or obligations hereunder.

5. **DISPUTES.** In the event any dispute arises out of, or is related to this Agreement or the use of the well, related plumbing and electrical systems by Brewer on the Anderson property, then the parties shall meet and attempt to resolve such dispute. If they are successful in doing so, the resolution shall be reduced to writing, signed by the parties and if appropriate, recorded in the Klamath County Property Records. If the parties fail to reach agreement for any reason including, but not limited to, one of the party's refusing to meet to discuss the dispute, then either party may proceed to litigation to resolve the dispute. The court shall award the prevailing party in such litigation such party's reasonable attorney's fees, costs and expenses incurred in such litigation and in any appeal therefrom and in enforcing or collecting any judgment rendered.

DATED this 4th day of September 2002.

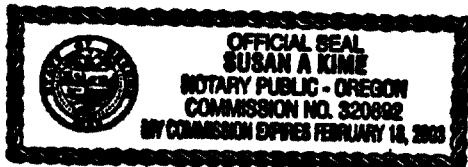

Maurice J. Anderson

57423

THE STATE OF: OREGON)
COUNTY OF: Lane)

Personally appeared before me, a Notary Public in and for the above County and State, **MAURICE J. ANDERSON**, acknowledged by me on the date of execution.

Witnessed by hand and this notarial seal, this 4th day of September 2002.



Susan A. Kime
Notary Public in and for the
State and County aforesaid

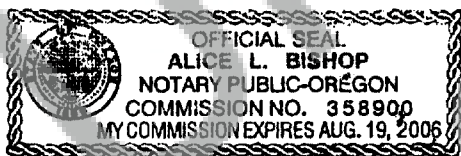
DATED this 4 day of Sept 2002.

Jeff Brewer
Jeff Brewer, Trustee of the Jeff A. Brewer Trust Agreement
dated April 24, 1998

THE STATE OF: OREGON)
COUNTY OF: Klamath)

Personally appeared before me, a Notary Public in and for the above County and State, **JEFF BREWER**, acknowledged by me on the date of execution.

Witnessed by hand and this notarial seal, this 17th day of Sept, 2002.



Alice L. Bishop
Notary Public in and for the
State and County aforesaid

DATED this 17th day of Sept, 2002.

Gail Ruth Brewer
Gail Ruth Brewer, Trustee of the Jeff A. Brewer Trust Agreement
dated April 24, 1998

THE STATE OF: OREGON)

57424

COUNTY OF: Klamath)

Personally appeared before me, a Notary Public in and for the above County and State, **GAIL RUTH BREWER**, acknowledged by me on the date of execution.

Witnessed by hand and this notarial seal, this 17th day of Sept 2002.



Alice L. Bishop
Notary Public in and for the
State and County aforesaid

EXHIBIT "A"

DESCRIPTION

The following described real property situate in Klamath County, Oregon:

A parcel of land located in Government Lot 13 in the NW1 of Section 6, Township 24 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Section line common to Sections 1 and 6, said point bears South 00°05'12" West 471.25 feet from the Northwest corner of said Section 6; thence North 82°44'10" East, 282.53 feet to the Westerly right of way line of a power transmission line and 15.00 feet from the centerline thereof; thence along said powerline right of way North 15°19'12" West 132.95 feet; thence South 88°54'02" East, 552.08 feet; thence South 00°14'30" West, 321.91 feet; thence North 89°27'18" West, 796.04 feet to the West line of Section 6; thence along said Westerly line of Section 6, North 00°05'12" East, 160.98 feet to the point of beginning.

TOGETHER WITH a none-exclusive easement for ingress and egress as set forth and described in instrument, recorded May 27, 1981, in Volume M81 page 9351, Deed records of Klamath County, Oregon.

57426

EXHIBIT "B"

A portion of the NE 1/4 NE 1/4 of Section 1, Township 24 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Commencing at the Northeast corner of said section 1; thence South along the East line of said Section 1, a distance of approximately 471.3 feet to the true point of beginning; thence West and parallel to the North line of Section 1 to the Easterly right of way line of State Highway 58; thence Southeasterly along the East right of way line approximately 290 feet to a point; thence East parallel to the North line of Section 1, 72.34 feet, more or less, to the East line of Section 1. thence North along the East line of Section 1 to the point of beginning.