

AFTER RECORDING, RETURN TO:
James B. Grimes
12049 Highway 140 East
Klamath Falls, OR 97603

GRANTOR:

Teresa K. Mehlhaf, Trustee of the
Teresa K. Mehlhaf Revocable Living Trust
3210 N.W. Elmwood Drive
Corvallis, OR 97330

GRANTEE:

James B. Grimes and Karla Grimes
Trustees of the James and Karla Grimes Trust
12049 Highway 140 East
Klamath Falls, OR 97603

**GRANT OF EASEMENT AND
IRRIGATION WATER DELIVERY AND
MAINTENANCE AGREEMENT**

DATE: 2/23, 2024 (Effective Date)

PARTIES:

Teresa K. Mehlhaf, Trustee of the
Teresa K. Mehlhaf Revocable Living Trust ("Mehlhaf")
5115 Cross Road
Klamath Falls, OR 97603

James B. Grimes and Karla Grimes,
Trustees of the James and Karla Grimes Trust ("Grimes")
12049 Highway 140 East
Klamath Falls, OR 97603

RECITALS

A. Grimes is the deeded owner of the real property in Klamath County, Oregon, further described on the attached Exhibit "A" (the "Grimes Property").

B. Mehlhaf is the deeded owner of the real property in Klamath County, Oregon, further described on the attached Exhibit "B" (the "Mehlhaf Property") and has the unrestricted right to grant the easement hereinafter described relative to said real property.

AGREEMENT

Therefore, for valuable consideration receipt to which is hereby acknowledged and subject to the conditions and the condition set forth herein, the parties agree as follows:

I - GRANT OF EASEMENT AND IRRIGATION WATER DELIVERY AND
WELL MAINTENANCE AGREEMENT

1. Mehlhaf hereby grants to Grimes, their heirs, agents, independent contractors, and invitees, an irrigation easement across the Northerly 15 feet of the Mehlhaf Property to the Easterly boundary of the Grimes Property as further described on the attached Exhibit "C" and as depicted on the attached Exhibit "D" for the installation, maintenance, and repair of a water delivery system. The water delivery system consists of an irrigation ditch which is gravity-fed from the Olene Ditch to the Grimes Property.

2. It is mutually covenanted and agreed by the parties on behalf of themselves and their respective heirs, successors, and assigns, as follows:

2.1 Grimes shall be solely responsible for maintenance, repair and replacement of the irrigation ditch used to transport water from the point of diversion on the Grimes Property across the Mehlhaf, and shall repair and pay for, at their sole expense, any damage done to the Mehlhaf Property in conducting such maintenance, repair, and replacement.

2.2 Mehlhaf shall have no responsibility for the repair, maintenance, and replacement of the water delivery system.

3. The parties shall cooperate during periods of joint use so that each party's use shall cause a minimum of interference and interruption to the other party.

4. Grimes agrees to indemnify and defend Mehlhaf from any loss, claim, or liability to Mehlhaf arising in any manner out of Grimes' use, maintenance, and repair of the irrigation delivery system upon the easement. Grimes assumes all risks arising out of their use of the irrigation delivery system and shall have no liability and Mehlhaf shall have no liability to Grimes or others for any condition existing thereon.

5. Mehlhaf and Gimes reserves the right to change the point of diversion and irrigation delivery system and relocate the same at any time and, in such case, shall reconstruct the system in as good or better condition as existed at its prior location. If the point of diversion or irrigation system is relocated, Grimes may record an instrument indicating the relocated point of diversion and irrigation system easement, and such instrument shall serve to amend this easement. Said amendment of the description shall be effective whether or not signed by Mehlhaf, but Mehlhaf shall execute it or such other document necessary to indicate relocation of the easement.

6. **Notice of Maintenance, Repair and Replacement.** If, in the opinion of any party, maintenance and repair of the irrigation system and piping serving the Grimes Property is necessary, written notice shall be provided to the other parties describing the maintenance, repair or replacement to be undertaken and proposed time such repairs will occur. If the parties receiving the written notice do not object, in writing, within fifteen (15) days of receipt of the notice, the repairs and/or replacement shall commence.

7. This easement is granted subject to all prior easements and encumbrances of record.

8. This easement is appurtenant to and for the benefit of the Grimes Property. This agreement shall be binding upon the parties' heirs, successors, and assigns. The rights herein shall run with

the land and be automatically transferred with the sale of a party's real property. Neither this agreement nor any rights, interests, or obligations under this agreement may be assigned by any party without the written consent of the other parties.

9. Miscellaneous.

9.1 This Agreement may be amended only by an instrument in writing executed by all the parties.

9.2 **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

9.3 **Electronic and Facsimile Signatures.** This Agreement may be executed via electronic or facsimile transmission in accordance with the provisions of the Uniform Electronic Transactions Act ("UETA") as codified in ORS Chapter 84 and of any signed original document, and retransmission of any signed electronic or facsimile transmission (including pdf or any electronic signature complying with the U.S. Federal E-Sign Act of 2000, e.g. www.codesign.com). Such delivery will be the same as delivery of an original. At the request of any party, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

9.4 **Further Assurances.** Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request, to carry out the intent and accomplish the purposes of this Agreement.

9.5 **Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

9.6 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

9.7 **Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

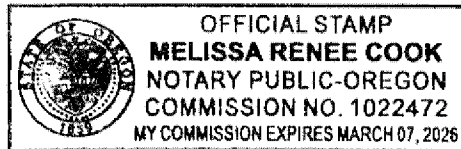
9.8 **Injunctive and Other Equitable Relief.** The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that the other parties will be entitled, in addition to damages, to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

9.9 **Exhibits.** The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

State of Oregon } ss
County of Clatsop }

On this 16 day of March, 2024, before me,
Melissa Cook, a Notary Public in and for said state, personally
appeared James B. Grimes, known or identified to me to be the
person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged
to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the
day and year in this certificate first above written.



Melissa Cook
Notary Public for the State of Oregon
Residing at: 1111 1st St SE
Commission Expires: 3/7/26

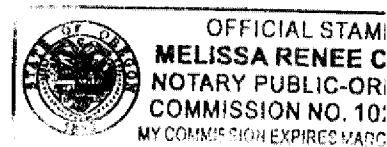


EXHIBIT A

GRIMES PROPERTY

Parcel 2: The SW1/4 of the NE1/4 and the NW1/4 of the SE1/4 of Section 16, Township 39 South, Range 10 East of the Willamette Meridian, less the right of way of the OC&E RR, the right of way of the Klamath Falls-Lakeview Highway and the right of way of the U.S.R.S. "B" Canal.

EXHIBIT B

MEHLHAS PROPERTY

All of the W1/2 of the W1/2 of the SE1/4 of the NE1/4 of Section 16, Township 39 South, Range 10 EWM, lying South of the Klamath Falls-Lakeview Highway, containing 2 acres more or less; and all of the W1/2 of the W1/2 of the NE1/4 of the SE1/4 of Section 16, Township 39 South, Range 10 EWM, containing 10 acres more or less; and that part of the W1/2 of the W1/2 of SE1/4 of the SE1/4 of Section 16, Township 39 South, Range 10 EWM, lying between the OC&E railroad and the boundary line common to the NE1/4 and SE1/4 of said Section 16, containing one acre, more or less.

EXHIBIT C

The point of diversion is a pipe in the Olene Ditch which is approximately 52 feet South of Highway 140 East right of way line and approximately 120 feet West of the NE corner of the Mehlhas Property. Then West approximately 200 feet on the Southerly 5 feet of the Southerly portion of the Mehlhas Property to the South right of way line of Highway 140 East to the Grimes Property.

Grimes & Mehlfas Easement

Handwritten signature

James Grimes

Klamath Falls Waterway

Starting Point

Teresa Mehlfas

Handwritten signature

140

Legend

- ✦ Easement
- ✦ James Grimes Prop
- ✦ OC & E Trail
- ✦ Starting Point
- ✦ Teresa Mehlfas Prop
- ✦ USBR "B" Canal

