

10821

WELL AGREEMENT AND EASEMENT

GRANTORS: GORDON C. GREENE and BETTY L. GREENE, husband and wife.

GRANTEES: JOHN A. PIRKEY and MARY C. PIRKEY, husband and wife.

CONSIDERATION: The actual and whole consideration consists of or includes other property or value given or promised.

RECITATIONS: Grantors are the owners of the following described real premises:

PARCEL A: A parcel of land situate in a portion of the SW1/4 SW1/4 of Section 9, Township 15 S., R. 13 E.W.M., Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap at the SW Section corner of said Section 9, T. 15 S., R. 13 E.W.M., the Initial Point; thence N 00°21'43" East along the westerly line of said Section 9 - 885.27 feet; thence N 89°34'32" E parallel to the southerly line of said SW1/4 SW1/4 - 30.00 feet to the true POINT OF BEGINNING; thence N 00°21'43" E - 436.84 feet; thence N 89°48'44" E along the northerly line of said SW1/4 SW1/4 - 536.39 feet to a 1/2" pipe; a point from which a 1/2" pin at the NE corner of said SW1/4 SW1/4 bears N 89°48'44" E - 766.18 feet; thence S 00°07'42" W along a boundary common to a parcel recorded in County Deed records Vol. , page - 434.59 feet; thence S 89°34'32" W - 538.19 feet to the POINT OF BEGINNING.

PARCEL B: A parcel of land situate in a portion of the SW1/4 SW1/4 of Section 9, Township 15 S., R. 13 E.W.M., Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap at the SW section corner of said Section 9, T. 15 S., R. 13 E.W.M., the Initial Point; thence N 00°21'43" E along the westerly line of said Section 9 - 723.47 feet, a point from which the NW corner of said SW1/4 SW1/4 bears N 00°21'43" E - 598.76 feet; thence N 89°34'32" E parallel to the Southerly line of said SW1/4 SW1/4 - 30.00 feet to the true POINT OF BEGINNING; thence N 00°21'43" E along the easterly line of NW 19th Street, a County Road - 161.80 feet; thence N 89°34'32" E - 538.19 feet; thence S 00°07'42" W along a boundary common to a parcel recorded in County Deed records Vol. , page - 161.79 feet; thence S 89°34'32" W - 538.85 feet to the POINT OF BEGINNING.

Grantees are the owners of the following described real property:

PARCEL C: A parcel of land situate in a portion of the SW1/4 SW1/4 of Section 9, Township 15 South, Range 13 E.W.M., Deschutes County, Oregon, more particularly described as follows:

Commencing at a brass cap at the SW section corner of said Section 9, T. 15 S., R. 13 E.W.M., the Initial Point; thence N 00°21'43" E along the Westerly line of said Section 9 - 561.87 feet, a point from which the NW corner of said SW1/4 SW1/4 bears N 00°21'43" E - 760.36 feet; thence N 89°34'32" E parallel to the Southerly line of said SW1/4 SW1/4 - 30.00 feet to the easterly line of NW 19th Street, a County Road, and the true POINT OF BEGINNING; thence N 00°21'43" E - 161.60 feet; thence N 89°34'32" E - 538.85 feet; thence S 00°07'42" W along a boundary common to a parcel of land recorded in County deed records Vol. , page - 161.59 feet; thence S 89°34'32" W along a boundary common to a parcel of land recorded in County Deed records Vol. , page - 539.51 feet to the POINT OF BEGINNING.

Grantors have constructed a water well and pump on Parcel A described above and there has been constructed a pipe line from the pump across a portion of Parcel A and Parcel B and extending onto Parcel C serving domestic water to Grantees' residence located on Parcel C.

Grantors hereby convey unto Grantees, their heirs and assigns, an easement five (5) feet in width for the construction, maintenance and operation of the existing water pipe line extending from the pump on Parcel A across Parcel B and on to Parcel C to Grantees' residence.

Grantees shall have the right to enter upon said premises and construct, maintain, and repair the water delivery pipe on said easement. After such entry, Grantees shall forthwith restore the surface of the easement to its former condition as nearly as practicable.

Grantors intend to construct another water well on Parcel B to be used to serve domestic water to residences on Parcel B and Parcel C in place of the well now used on Parcel A. Grantees consent thereto if the new well shall produce water of a quality at least equal to the quality of the water now produced from the well on Parcel A. If Grantors should do so, this easement and agreement will apply to such new well and the pipe line to it. The existing easement to the existing well from the new well to the first well will cease and terminate and Grantees agree, upon demand of Grantors, to furnish Grantors with a quitclaim deed releasing that portion of the easement of record.

Grantors shall furnish to Grantees, from said well, sufficient water for domestic water supply for one single family dwelling unit only on Parcel C described above. Grantors will use reasonable diligence in maintaining the pumping equipment and well for the production and delivery of water as herein provided but assumes no liability for failure to supply water to Grantees except as may be caused by the willful or gross neglect of Grantors. Grantors do not warrant or agree that said water shall be fit for human consumption and pure and uncontaminated but only that Grantors will furnish such water as the well will produce in the manner and upon the terms and conditions herein provided.

Grantees agree to pay unto Grantors the sum of \$12.50 monthly as Grantees share the cost of operation and maintenance of the well and pump. The monthly payments will be increased from time to time by an amount equal to the percentage increase in the cost of electric service for operation of the pump. The monthly payments shall become due on the ___ day of each month commencing with the month of October, 1977. In the event that two such monthly payments should become in default, then Grantors may shut off the water to Parcel C upon ten days written notice of their intention to do so, to Grantees, if said payments remain unpaid.

If Grantors shall fail to make repairs and maintain the pump in an operable condition, then Grantees may enter upon the premises where the well is situate and do so and charge the reasonable costs thereof to Grantors. Grantees shall be responsible for all costs involved in maintaining the pipe line to their residence.

This agreement shall extend until such time as a domestic water supply is furnished to subject property from any other source acceptable to the Director of Veterans' Affairs and other Oregon lending institutions.

In the event that domestic water shall be available to the premises from a public water service system, then Grantees shall forthwith avail themselves thereof and this agreement shall cease and terminate and Grantees will give to Grantors a quitclaim deed or other instrument sufficient to terminate this agreement of record.

This agreement shall extend and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto.

It is agreed that the covenants, burdens and benefits of this agreement shall be covenants with and burdening the lands of the respective parties herein described and the respective heirs, personal representatives, and assigns.

EXECUTED THIS 21st day of September, 1977.

GRANTORS:

Gordon C. Greene
GORDON C. GREENE

Betty L. Greene
BETTY L. GREENE

GRANTEES:

John A. Pirkey
JOHN A. PIRKEY

Mary C. Pirkey
MARY C. PIRKEY

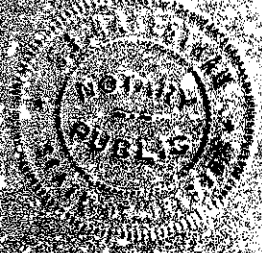
STATE OF OREGON, County of Deschutes) ss.

Sept 29th, 1977.

Personally appeared the above named GORDON C. GREENE and BETTY L. GREENE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 11-13-78



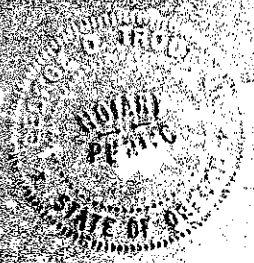
STATE OF OREGON, County of Deschutes) ss.

SEPT 29, 1977.

Personally appeared the above named JOHN A. PIRKEY and MARY C. PIRKEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 7-17-79



10821

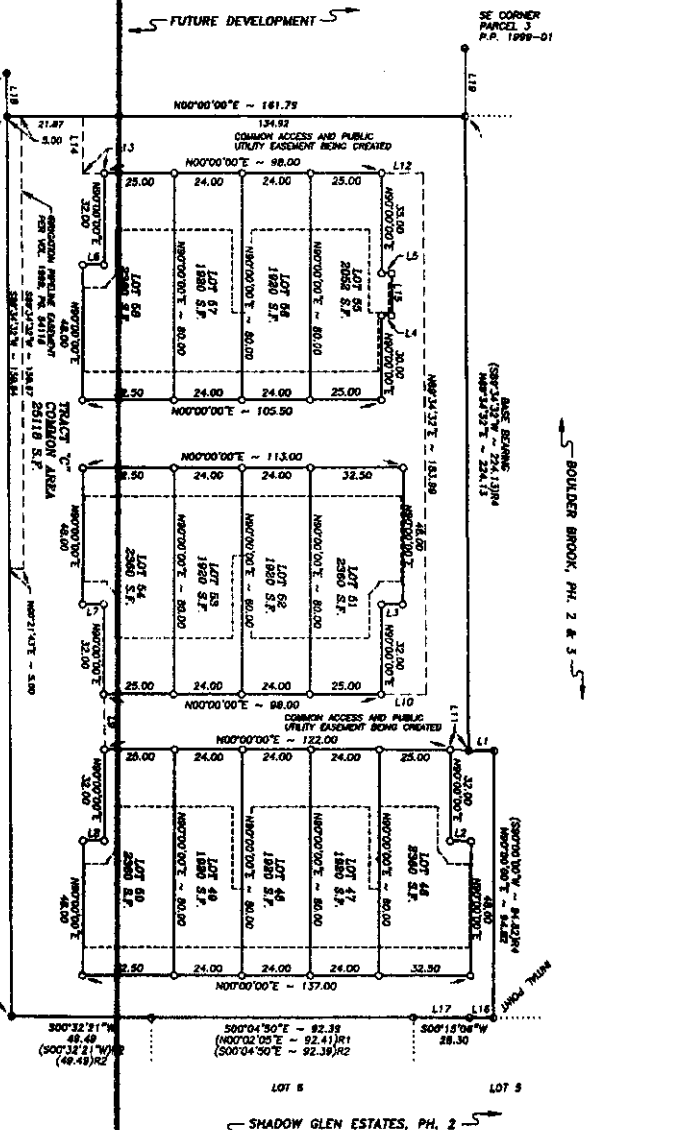
STATE OF OREGON
County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 21st day of Oct A.D. '97 at 8:00 o'clock A. M., and recorded in Book 260 on Page 762 Records of [Signature]

ROSEMARY PATTERSON
County Clerk
By [Signature] Deputy

BOULDER BROOK, PHASE 4

A 1.20 ACRE PLANNED UNIT DEVELOPMENT LOCATED IN THE SW 1/4 OF THE SW 1/4 OF SECTION 9, T15S, R13E, W.M., CITY OF REDMOND, DESCHUTES COUNTY, OREGON
CITY OF REDMOND PLANNING FILE: PUD 00-0-01



NUMBER	BEARING	DISTANCE
L1	N40°00'00\"/>	

LINE TABLE

1. JERRY D. STONER, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2327, HERETOBY CERTIFIES THAT THIS MAP IS AN EXACT COPY OF SHEET 2 OF HIS MAP ENTITLED "BOULDER BROOK, PHASE 4" AND IS ACCURATE AND CORRECT.

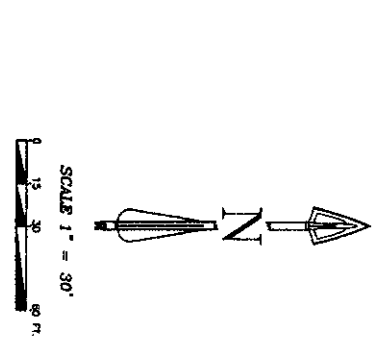
Jerry D. Stoner
REGISTERED PROFESSIONAL LAND SURVEYOR

DATE: 9/15/83

Jerry D. Stoner
REGISTERED PROFESSIONAL LAND SURVEYOR

DATE: 9/15/83

GENERAL 6/29/04



- LEGEND**
- FOUND 5/8" ROW ROD WITH PLASTIC CAP MARKED 153237 AS PER 10/12/98 PLAN (ADJUSTMENT L108-1) (CS15586) BY ME FIELD
 - FOUND 5/8" ROW ROD WITH PLASTIC CAP MARKED 153238 BY ME FIELD AS PER SHADLOW GLEN ESTATES - PHASE 2 (CS11991) BY TRUSSCOPE, INC. DATED 10/10/94.
 - FOUND 5/8" ROW ROD WITH PLASTIC CAP MARKED 153237 AS PER PARTITION PLAN 1988-01 (CS11358) BY ME FIELD 1/5/95.
 - FOUND 5/8" ROW ROD WITH PLASTIC CAP MARKED 153237 AS PER PARTITION PLAN 1988-01 (CS11358) BY ME FIELD 1/5/95.
 - FOUND 1/4" ROW PINE AS PER CS10516 BY E.S. HANVELD DATED 8/29/74
 - SET 5/8" ROW ROD WITH YELLOW PLASTIC CAP MARKED 153237 AS PER POST MONUMENTATION AT/DRAWN
 - (M1) INDICATES RECORD DATA AS PER CS11891
 - (M2) INDICATES RECORD DATA AS PER CS13006
 - (M3) INDICATES RECORD DATA AS PER CS13508
 - (M4) INDICATES RECORD DATA AS PER CS13519
 - DIMENSION LINE
 - EXISTING BUILDING FOUNDATION LINE
 - EASEMENT LINE
 - PARTITION PLAN

NOTES

- GENERAL PLANER MAY BE SUBJECT TO A 5' WIDE EASEMENT FOR AN EXISTING UNDER PIPE LINE AS PER VOL. 280, PER 762 EXACT LOCATION AS PER PHOTO MONUMENTATION AT/DRAWN. SEE SHEET 1 OF THIS PLAN FOR USE OF THE COMMON WELL IS NO LONGER APPLICABLE.

PREPARED FOR: GARY W. GARDNER, 2488 HERTZEL WAY, REDMOND, OREGON 97504

DRAWN BY: GARY W. GARDNER & SURVEYING, 1871 S STREET, P.O. BOX 415, REDMOND, OREGON 97506 (941) 758-4288 FAX (503) 758-2005

DATE: 12 1983

DATE: 09 1983

DATE: 07 1983

CS15532

4792

18 D 494

STATE OF OREGON

VOLUME 38 DEEDS, PAGE 61

TO

TRANSCRIPT FROM CROOK COUNTY

G. W. DAVIES

FILED JUNE 3, 1916.

APPLICATION No. C.O.I. 596

STATE OF OREGON

DEED No. 424

KNOW ALL MEN BY THESE PRESENTS, THAT, FOR AND IN CONSIDERATION OF THE PAYMENT OF THE LIEN FOR THE CONSTRUCTION OF THE IRRIGATION SYSTEM AND THE RECLAMATION, CULTIVATION AND SETTLEMENT UPON THE LANDS HEREIN DESCRIBED, AND IN COMPLIANCE WITH THE LAWS OF THE UNITED STATES AND OF THE STATE OF OREGON, RELATIVE TO THE RECLAMATION OF DESERT LANDS, THE STATE OF OREGON, DOES HEREBY REMISE, RELEASE AND FOREVER QUITCLAIM UNTO G. W. DAVIES ALL ITS RIGHT, TITLE AND INTEREST IN AND TO THE FOLLOWING DESCRIBED LANDS, SITUATED IN CROOK COUNTY, STATE OF OREGON, TO-WIT:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW¹/₄ SW¹/₄) SECTION 9, TOWNSHIP 15 SOUTH, RANGE 13 EAST, W. M., CONTAINING 40 ACRES, MORE OR LESS,

SUBJECT, HOWEVER TO RIGHTS OF WAY FOR DITCHES, CANALS AND RESERVOIR SITES FOR IRRIGATION PURPOSES, CONSTRUCTED OR WHICH MAY BE CONSTRUCTED BY AUTHORITY OF THE UNITED STATES OR OTHERWISE, AND ALSO THE EASEMENT OF A RIGHT OF WAY FOR ALL DITCHES NECESSARY FOR THE PROPER DISTRIBUTION OF WATER FOR SUCH PURPOSES, WHICH RIGHTS OF WAY FOR THE CONSTRUCTION AND OPERATION OF MAIN CANALS AND MAIN LATERALS, SHALL BE EQUAL TO THE ACTUAL WIDTH OF SUCH CANALS OR LATERALS AT THEIR MOUTH FROM ROE TO TOE OF THE EMBANKMENT OF THE SAME, TOGETHER WITH A STRIP OF LAND ALONG ONE SIDE OF EACH CANAL OR LATERAL OR ADJACENT THERETO NOT TO EXCEED FIFTY FEET IN WIDTH ALONG THE MAIN CANALS NOR TO EXCEED THIRTY FEET IN WIDTH ALONG THE MAIN LATERALS, WHICH RIGHTS OF WAY ARE HEREBY EXPRESSLY RESERVED.

TO HAVE AND TO HOLD, THE SAME, UNTO THE SAID G. W. DAVIES HIS HEIRS AND ASSIGNS FOREVER.

WITNESS THE SEAL AND SIGNATURE OF THE DESERT LAND BOARD, AFFIXED THIS 10TH DAY OF MAY, 1916.

DESERT LAND BOARD,

(OFFICIAL SEAL)

BY JAMES W. HYGOMBE, GOVERNOR, CHAIRMAN.

ATTEST: JOHN H. LEWIS STATE ENGINEER, SECRETARY,

RECORDED IN STATE RECORD OF CAREY ACT DEEDS, BOOK No. 2, PAGE 382.

4801

EVA L. BURT & HUSBAND

VOLUME 38 DEEDS, PAGE 62

TO

TRANSCRIPT FROM CROOK COUNTY

RECORDED IN STATE RECORD OF CAREY ACT DEEDS, BOOK No. 2, PAGE 382.

FILED JUNE 3, 1916