

After recording, return to:

Belle Verbics
7079 Combest Lane SE
Turner OR 97392

REEL PAGE
1658 267

OREGON TITLE INS. CO. *Schmitt*

JOINT AND MUTUAL EASEMENT

For the sum of \$1.00, and other considerations, if any, as provided herein,

JERRY L. AND JUNE A. LOWDER,

hereinafter called "**Lowders**", whether one or more, does hereby grant ^{across} a joint & mutual ease-
ment to the **BELLE VERBICS**, hereinafter called "**Verbics**" / a certain real property situated in the County of Marion, State of Oregon, described in Exhibit A, and a portion being described in Exhibit A.

Whereas said real property contains a certain well in the southwesterly corner thereof all as set forth and described on that certain map dated January 3, 1974, as shown on Exhibit B which is attached hereto and made a part hereof, and

Whereas there is presently in existence a certain waterline and easement extending in a general southeasterly direction 280 feet; thence in a generally northeasterly direction approximately 288 feet upon property owned and retained by the Lowders and

Whereas it is in the joint and mutual interest of Verbics and Lowders that said waterline easement should be retained for the use and benefit of their respective properties, which use and benefit shall be appurtenant to the property described upon the attached Exhibit A and appurtenant to the property which the Lowders retained, all as set forth on said Exhibit B and it is also in the joint and mutual interest of the parties that the access to said well and the right to the use thereof should be retained by the Lowders for the benefit of their remaining property along with Verbics as joint user and joint obligors for the use and maintenance of said well and said waterline, and

It is understood and agreed between the parties hereto that this agreement is a part and parcel of and in consideration for the transfer of the property described in Exhibit A from the Lowders to Verbics, now, therefore,

Its is hereby agreed by and between the parties hereto as follows:

1. **Verbics** hereby gives and grant unto the **Lowders** and theirs heirs, successors, administrators and assigns a perpetual right-of-way and easement to lay, maintain, operate and repair and use that certain well set forth upon the attached Exhibit B upon the land described in said attached Exhibit A and the **Lowders** do give and grant unto **Verbics** and her heirs, successors, administrators and assigns a perpetual right-of-way and easement to lay, maintain, operate and repair the waterline running from said well in a generally southeasterly direction 280 feet and thence in a generally northeasterly direction 288 feet all as set forth on said Exhibit B with the following terms and conditions.

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2. The permanent right-of-way, easement and use shall include the right, privilege and authority of the grantors and grantees respectively, their heirs, successors, administrators and assigns, the right to construct, install, lay, operate, and maintain the well and waterline herein described together with all the appurtenances incident thereof or necessary therewith for the purpose of conveying and carrying water and for similar uses in, under and across their respective real property, together with the right to place, install, maintain, inspect, add to the number of, and relocate said lines and necessary appurtenances and making excavations therefor from time to time, in, under and through said real properties and the right of ingress and egress to and over said above-described property at any and all reasonable and necessary times for the purpose of patrolling the lines, or repairing, renewing, or adding to the number of lines and appurtenances and for doing anything necessary, useful, or convenient for the use and the enjoyment of the respective easement thereby granted and received.

3. The parties hereto do hereby covenant and agree, each with the other, that they will jointly share in all expenses necessary and proper for the useful and convenient use of said well and waterline easements from this day forward or until municipal water shall become available jointly to the two parties herein, or until either party shall subdivide their particular property, at which time, both parties shall mutually agree to modify, by writing, the mutual and reciprocal rights, duties and easement and obligations set forth herein. The Grantee shall have the right of first refusal to purchase the 1.47 acres parcel said well is located on.

This easement supercedes and replaces that easement dated January 31, 1974, and recorded March 29, 1974, in Volume 774, Page 413.

Dated this 21 day of December, 1999.

Belle Ann Verbits
BELLE VERBICS

Jerry L. Lowder
JERRY L. LOWDER
June A. Lowder
JUNE A. LOWDER

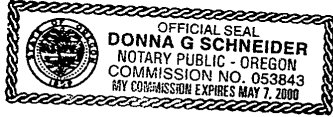
DEC 22 1999

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF MARION)

On this 17 day of Dec., 1999, before me personally appeared Belle Ann Verbics, whose identity was proven to me on the basis of satisfactory evidence, to be the persons whose name is subscribed to this instrument, and acknowledged that she executed the 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.



(SEAL)

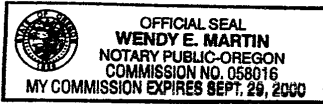
Donna G. Schneider
Notary Public in and for the
State of Oregon
Residing at Albany
My commission expires: 5/7/00

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON)
) ss:
COUNTY OF MARION)

On this 21st day of Dec., 1999, before me personally appeared Jerry L. & June A. Lowder whose identity was proven to me on the basis of satisfactory evidence, to be the persons whose name is subscribed to this instrument, and acknowledged that the executed the 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.



(SEAL)

Wendy E. Martin
Notary Public in and for the
State of Oregon
Residing at Salem
My commission expires: 9-29-00

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774 ac 417

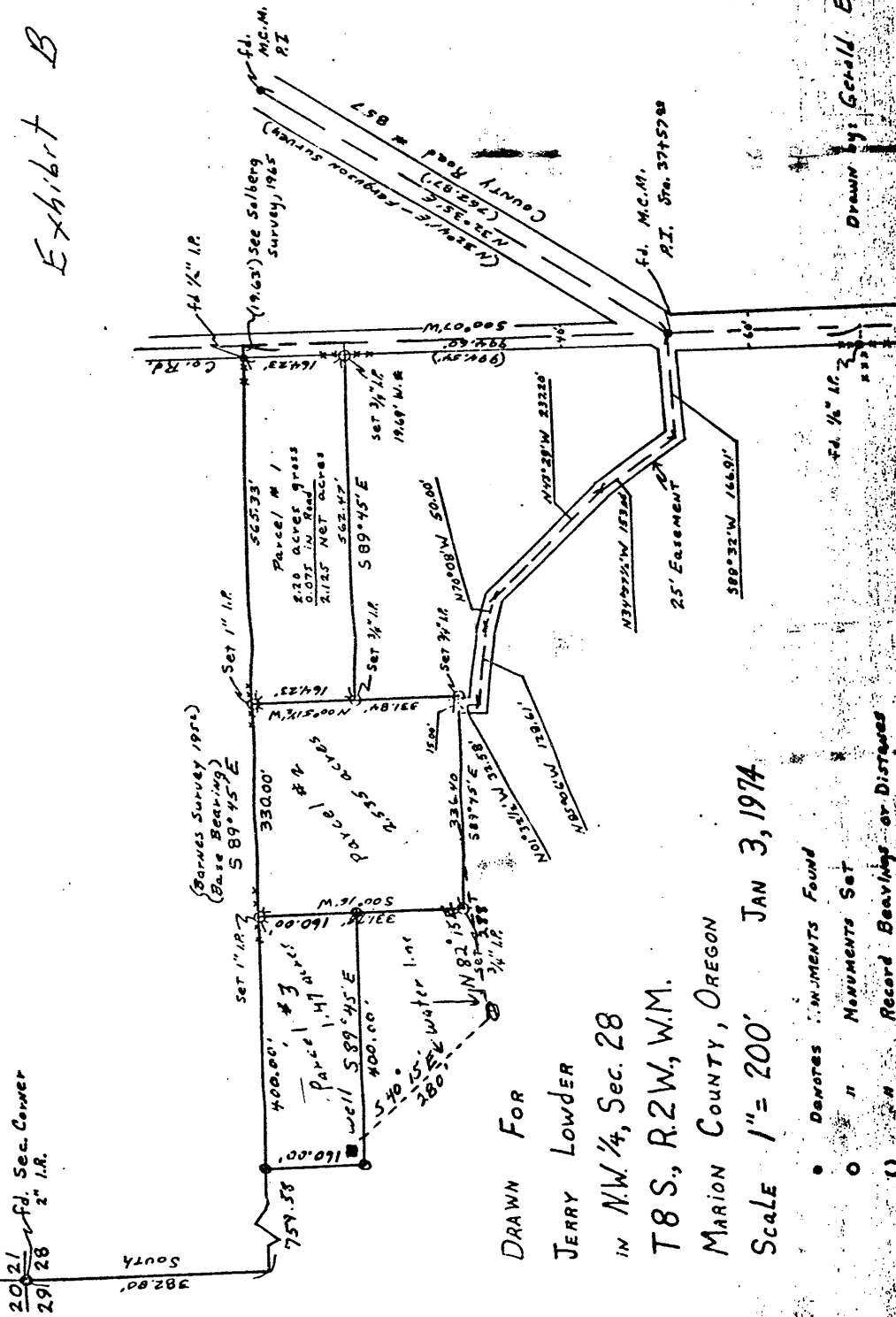
EXHIBIT A

Beginning at the Northeast Corner of the J. Lowder property, described in Volume 471, Page 449, of the Marion County Deed Records, Marion County, Oregon, said corner being South 382.80 feet, and South 89° 45' East 2074.60 feet from the Northwest Corner of Section 28, Township 8 South, Range 2 West, of the Willamette Meridian, in Marion County, Oregon; Thence North 89°45' West 914.96 feet to the true point of beginning; Thence South 00°15' East, 160.00 feet to an iron pipe; Thence North 89°45' West 400.00 feet to an iron pipe; Thence North 00°15' East 160.00 feet to an iron pipe; The Northerly Boundary of said Lowder property; Thence South 89°45' East, along said Northerly Boundary a distance of 400.00 feet to the point of beginning. Containing 1.47 acres more or less.

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Exhibit B



DRAWN FOR
 JERRY LOWDER
 IN N.W. 1/4, Sec. 28
 T8S, R.2W, W.M.
 MARION COUNTY, OREGON
 SCALE 1" = 200' JAN 3, 1974

- Denotes MONUMENTS FOUND
- " " MONUMENTS SET
- (1) " " RECORD BEARINGS OR DISTANCES

Drawn by: Gerald Bunde

REEL:1658

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December 22, 1999, 11:21 am.

CONTROL #: 716

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$ 55.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

DEC 22 1999