

APR 17 9 22 AM 1970

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1 THIS AGREEMENT, made this 20th day of March, 1970, by and between LIDA H.
2 JACKSON, a single woman, First Party, and MARY E. MOSS and WILLIAM GANONG, JR.,
3 Trustees, Second Parties,

4 WITNESSETH:

5 THAT WHEREAS, First Party owns the following described property, to-wit:
6 Commencing 30 feet North and 30 feet West of the Southeast corner of
7 NE $\frac{1}{4}$ of Section 21, Twp. 33 S., R. 7 $\frac{1}{2}$ E.W.M., Klamath County, Oregon;
8 thence, West 170 feet and North 115 feet to the point of beginning;
9 thence, North 70 feet; thence, East 170 feet to the West line of Main
10 Street (Crater Lake Highway); thence, South 70 feet; thence, West 170
11 feet to the point of beginning;

12 and

13 WHEREAS, Second Parties are the owners of the following adjoining tract of
14 land, to-wit:

15 That portion of Lot 1, NE $\frac{1}{4}$ of Section 21, Twp. 33 S., R. 7 $\frac{1}{2}$ E.W.M.,
16 Klamath County, Oregon, more particularly described as follows:
17 Beginning at a point 1019 feet South of the Northeast corner of said
18 Section 21; thence, West 200 feet; thence, South 100 feet; thence,
19 East 200 feet; thence, North 100 feet to the point of beginning,

20 and

21 WHEREAS, First and Second Parties' respective predecessors in interest
22 jointly constructed a well on First Party's said property near their common
23 boundary line many years ago and said well has been used to supply water to the
24 residences on each of said parcels of land; and

25 WHEREAS, the parties now wish to reduce the agreement concerning said well
26 to writing so as to perpetuate it and make it definite and certain,

27 NOW THEREFORE, in consideration of the premises, it is mutually agreed as
28 follows:

29 1.

30 That Second Parties hold a perpetual but non-exclusive right and easement
31 in and to said well and to the use of one-half of the water thereof for domestic
32 purposes on Second Parties' said tract of land, which said easement is for the
33 benefit of and forever appurtenant to said tract of land but there is reserved
34 to First Party, and First Party's said tract of land, a like perpetual right to
35 the use of one-half of the water of said well for domestic purposes on First
36 Party's said tract of land which said right is for the benefit of and forever
37 appurtenant to First Party's said tract of land.

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2.

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2 That the owners of each of said parcels of land shall be responsible for
3 one-half of the cost of all future maintenance, repair, replacement and improve-
4 ment of said well and all pumps, pipes and casing but the owners of Second
5 Parties' said tract of land shall always be solely responsible for all costs
6 involved in transmitting said water from the well to their said tract of land
7 and shall have an easement of ingress and egress on First Party's said tract of
8 land for the purpose of installing, maintaining, repairing and replacing said
9 well, pump and the pipes running from said well to their said land.

3.

11 This Agreement shall bind and inure to each of said parcels of land and be
12 appurtenant thereto and run therewith.

13 IN WITNESS WHEREOF, the parties have hereunto set their hands the day and
14 year first herein written.

Lida H. Jackson
Lida H. Jackson
First Party

Mary E. Moss
Mary E. Moss
William Ganong, Jr.
William Ganong, Jr.
Trustees
Second Parties

21 STATE OF OREGON)
22 County of Klamath) SS March 27, 1970
23 Personally appeared the above named Lida H. Jackson, a single woman, and
24 acknowledged the foregoing instrument to be her voluntary act and deed.
25 Before me:

Henriette Markwardt
Notary Public for Oregon

26 (SEAL)
27 My Commission Expires: Apr 10, 1970

28 STATE OF OREGON)
29 County of Klamath) SS
30 On this 25th day of March, 1970, before me, a Notary Public in and for said
31 County and State, personally appeared Mary E. Moss and William Ganong, Jr., of
32 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.

Clara M. Talley
Notary Public for Oregon

33 (SEAL)
34 My Commission Expires: Jul 5, 1973

Ret'd
GANDONG, GANDONG
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

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STATE OF OREGON, }
County of Klamath } ss.

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Filed for record at request of:
Ganong, Ganong, and Gordon
on this 17th day of April A. D., 19 70
at 9:22 o'clock A. M. and duly
recorded in Vol. M-70 of Deeds
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WM. D. MILNE, County Clerk
By *Chapman K. Houston*
Deputy.
Fee \$4.50