

THIS EASEMENT AGREEMENT Made as of June 1, 1971, between WILLIAM N. KING and MILDRED KING, husband and wife, hereinafter called "KING", and ROBERT C. WATSON and JEAN P. WATSON, husband and wife, hereinafter called "WATSON",

W I T N E S S E T H:

WHEREAS, King is the owner of the following described real property situate in Klamath County, State of Oregon, to-wit:

Lot 17 and a portion of Lot 16 Sunset Beach, according to the official plat thereof on file in the records of Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the right of way line of Sunset Drive, said point also being on the Northeasterly line of Lot 16 of Sunset Beach, said point also being the end of a 16.26° curve to the right; thence South 21°28' East, along said right of way a distance of 16.73 feet; thence South 71°19' 20" West a distance of 130.57 feet, more or less, to the shore line of Upper Klamath Lake, thence North 08°33' West along said shore line a distance of 41.50 feet, more or less, to the intersection of said shore line and the Northerly lot line of Lot 16; thence North 53°43' East, 119.55 feet, more or less, to the Northeasterly corner of said Lot 16; thence along the Southwesterly right of way line of Sunset Drive and along a 16.259° curve to the right, 62.86 feet to the point of beginning,

upon which is drilled a well 112 feet in depth with 6 5/8" casing therein to a depth of 98½ feet, wherein is installed a Bookley Pump, Model S, with a capacity of 120 gallons, housed inside a 6' x 8' frame pump house with concrete floor; and

WHEREAS, Watson is the owner of the following described real property situate in Klamath County, Oregon, to-wit:

Parcel I: Beginning at the southeasterly corner of Lot 16, Sunset Beach, Klamath County, Oregon; thence South 53°43' West, along the southeasterly line of said Lot 16, 147.5 feet to the southwesterly corner of said Lot 16; thence North 48°48'23" West, 62.21 feet more or less to a point, said point being on the high water line of Upper Klamath Lake; thence North 71°19'20" East, 171.37 feet more or less to a point on the northeasterly line of said Lot 16; thence South 21°28' East, 9.20 feet more or less to the point of beginning.

Parcel II: Beginning at the northeasterly corner of Lot A, Sunset Beach, Klamath County, Oregon; thence along the northeasterly line of said Lot A, southeasterly, along the arc of a 14°04'45" degree curve to the left, 166.20 feet, to the point of tangency of said curve; thence continuing along the northeasterly line of said Lot A, South 44°52' East, 184.54 feet to a point, said point being North 44°52' West, 90.22 feet

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from the southeasterly corner of said Lot A; thence North 87°39'00" West, 171.57 feet to a point; thence North 49°17' West, 81.70 feet to the southeasterly corner of a parcel described in Deed Volume 355, page 81; thence along the northeasterly line of said parcel, North 30°26'30" West, 128.50 feet to the northeasterly corner of said parcel; thence along the northwesterly line of said parcel, South 67°49' East, 38.37 feet to a point on the northwesterly line of said parcel, thence North 12°10' West, 25.64 feet to the northwesterly corner of said Lot A; thence along the northwesterly line of said Lot A, North 53°43' East, 147.50 feet to the point of beginning, containing .81 acres,

and;

WHEREAS, it is the desire of the parties to share the use and maintenance of said well, pump, and pump house;

NOW, THEREFORE, the parties mutually agree as follows:

1. That Watson shall have the right to take water from said well for domestic purposes solely for the benefit of the dwelling constructed or to be constructed by Watson on the above described real property owned by Watson and to use the pump and well house for the purposes of this agreement.

2. That King shall have the right to take water from said well for domestic purposes solely for the benefit of any dwelling constructed by King on the above described real property owned by King and to use the pump and well house for the purposes of this agreement.

3. That the right of each respective party to use said well, pump and pump house shall be limited to the purpose of supplying water for a single family dwelling, together with guest house, and yard area serving the same. That multiple family dwelling use, irrigation use, and other types of use, other than domestic uses as defined herein, are expressly prohibited.

4. That, until King makes application of the water from said well for the benefit of a dwelling on the property of King, Watson shall bear all expenses connected with the operation of said pump, said well and pump house and the keeping of the same in repair, together with all of the expenses connected with the maintenance of said well and all things accessory thereto, including the payment

Easement Agreement -2-

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IN WITNESS WHEREOF,
and seals this 22nd day

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of power bills for supplying power to the pump. That upon the application of said water by King under the terms of this agreement, all of the foresaid expenses shall be shared equally between the parties.

5. That, to enable Watson to use and transport the water from said well, and to provide electricity to the well, King hereby grants Watson a permanent easement on, in, over and across a strip of land 10 feet in width, the center line of said strip beginning at said well and extending ^{in a straight line} to the real property owned by Watson, which easement shall be for the purposes of conveying water to Watson's property and installing electrical power lines to said well.

6. That this agreement is expressly conditioned upon the performance of Watson of the covenants contained herein and that, in the event Watson shall fail to perform the covenants to be performed by Watson under the terms hereof, King shall have the right to declare this agreement null and void.

7. This agreement shall bind and inure to the benefit of, as the circumstance may require, the heirs, executors, administrators, successors and assigns of the parties hereto.

No waiver of any provision in this agreement shall constitute a continuing waiver thereof, nor a waiver of the provision itself.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 22nd day of October, 1971.

William N. King (SEAL)
William N. King

Mildred King (SEAL)
Mildred King

Robert C. Watson (SEAL)
Robert C. Watson

Jean P. Watson (SEAL)
Jean P. Watson

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STATE OF
COUNTY OF
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(SEAL)

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STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On the 22nd day of October, 1971, personally appeared the above named WILLIAM N. KING and MILDRED KING and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Alameda E. Giacomini
Notary Public for Oregon
My Commission expires: Aug. 5, 1974

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

On the 29th day of October, 1971, personally appeared the above named ROBERT C. WATSON and JEAN P. WATSON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Alameda E. Giacomini
Notary Public for Oregon
My Commission expires: Aug. 5, 1974

STATE OF OREGON,
County of Klamath

Filed for record at request of

J. ANTHONY GIACOMINI

on this 1st day of NOVEMBER A.D. 19 71

at 3:50 o'clock P M, and duly

recorded in Vol. M 71 of DEEDS

page 11412

Wm D. MILNE, County Clerk

By *[Signature]* Deputy

Fee \$6.00

Easement Agreement -4-

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IN WITNESS WHEREOF
October, 1971