

AGREEMENT

WHEREAS, GEORGE A. TYLER and PEARL M. TYLER, husband and wife, hereinafter referred to as "Tyler," are the owners of Lot 129, THIRD ADDITION TO SPORTSMAN PARK, Klamath County, Oregon; and

WHEREAS, WESLEY A. MCKAIG and NANCY C. MCKAIG, husband and wife, hereinafter referred to as "McKaig," are the owners of Lot 154, THIRD ADDITION TO SPORTSMAN PARK, Klamath County, Oregon; and

WHEREAS, BERNICE H. MATTESON, a single person, hereinafter referred to as "Matteson," is the owner of Lot 158, THIRD ADDITION TO SPORTSMAN PARK, Klamath County, Oregon; and

WHEREAS, ANNABEL W. JACOBSEN, a married person, and MARC E. JACOBSEN, her son, hereinafter referred to as "Jacobsen," are owners of Lot 147, THIRD ADDITION TO SPORTSMAN PARK, Klamath County, Oregon, and

WHEREAS, JOHN K. CALDER and MERYL CALDER, husband and wife, hereinafter referred to as "Calder," are owners of Lot 124, THIRD ADDITION TO SPORTSMAN PARK, Klamath County, Oregon; and

WHEREAS, HARLEY S. AMES and MAYME L. AMES, husband and wife, hereinafter referred to as "Ames," are owners of Lot 130, THIRD ADDITION TO SPORTSMAN PARK, Klamath County, Oregon; and

WHEREAS, the parties hereto are the joint and equal owners of a water well located on Lot 129, THIRD ADDITION TO SPORTSMAN PARK, together with pump and water system equipment attached thereto; and

WHEREAS, it is the desire of the parties hereto to maintain and operate said well and water system for the benefit of their respective parcels of real property;

NOW, THEREFORE, this agreement made and entered into this 27 day of February, 1973;

W I T N E S S E T H :

1. The parties hereto shall jointly operate and maintain the water system above mentioned.

2. Each of the parties hereto shall pay one-sixth (1/6) of the cost of maintenance, replacement, repair and operation of said water system.

3. Each of the parties shall be entitled to use one-sixth (1/6) of the water produced for domestic purposes on their respective parcels of real property as above set out. No party shall have the right to use any water produced other than on the parcel of real property above mentioned as now owned by the party.

4. Any party causing damage to the water system or any part thereof by misuse or negligence shall be responsible for the immediate repair thereof.

5. TYLER gives and grants unto MCKAIG, MATTESON, JACOBSEN, CALDER and AMES, their successors and assigns, a perpetual easement over that portion of said Lot 129, THIRD ADDITION TO SPORTSMAN PARK necessary for the maintenance of the water system now installed for the maintenance of a water pipeline from the presently located pumping facility to Hieck Street, giving and granting unto the grantees the right to enter upon said Lot 129 for the purpose of inspection, repair and maintenance of the water system and pipeline; provided, however, should the grantees be required to excavate for the purpose of repair of the pipeline, they shall restore the ground surface to its former condition and the course of the pipeline shall not be changed from its present course without the written consent of TYLER.

6. The rights, privileges and obligations herein provided for shall be appurtenant to the above mentioned parcels of real property and shall inure to and bind the parties hereto and their successors and assigns in and to said real property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above mentioned.

Gene A. Tyler
Paul D. Tyler
TYLER

2740

Continuation of Signatures:

Wesley A. McKaig
Wesley A. McKaig
 MCKAIG

Bernie H. Matteson
 MATTESON

Thorvald W. Jacobsen
Marc E. Jacobsen
 JACOBSEN

John N. Calder
Margt. Calder
 CALDER

H. S. Ames
Wesley A. Ames
 AMES

STATE OF OREGON)
) ss.
 County of Klamath)

Personally appeared the above named GEORGE A. TYLER and PEARL M. TYLER, husband and wife, grantors above named, and acknowledged the foregoing instrument to be their voluntary act and deed on this 21 day of February, 1973.

Wesley A. McKaig
 Notary Public for Oregon
 My Commission expires: 10-20-75



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mrs. Wesley McKaig
 this 15th day of March A. D. 19 73 at 12:25 o'clock P.M., and
 duly recorded in Vol. M73, of DEEDS on Page 2738

W. D. MILNE, County Clerk
Lucia Quintela