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JUN 8 4 12 PM 1973

1 This agreement made and entered into this 1st day of June, 1973, by
2 and between DONALD ROSS hereinafter called First Party and MAX J. HICKS, here-
3 inafter called Second Party,

4 WHEREAS First Party is the owner of the following described real property
5 situate in Klamath County, Oregon:

6 That part of Lots 5 and 6 in Block 19 of Hillside Addition to the
7 City of Klamath Falls, Oregon, according to the official plat thereof
8 on file in the office of the County Clerk of Klamath County, Oregon,
9 more particularly described as follows:

10 Beginning at a point 90 feet Southwesterly along Del Moro Street
11 from the point of intersection of the Southwesterly line of
12 Eldorado Street and the Northwesterly line of Del Moro Street;
13 thence Southwesterly along the Northwesterly line of Del Moro
14 Street 40 feet; thence Northwesterly parallel with Eldorado
15 Street 100 feet to the line between Lots 4 and 5 of said Block
16 19 of Hillside Addition; thence Northeasterly along said line
17 40 feet; thence Southeasterly parallel with Eldorado Street to
18 the point of beginning.

19 WHEREAS Second Party is the owner of the following described real
20 property situate in Klamath County, Oregon:

21 That part of Lots 5 and 6 in Block 19 of Hillside Addition to the
22 City of Klamath Falls, Oregon, according to the official plat thereon
23 on file in the office of the County Clerk of Klamath County, Oregon,
24 more particularly described as follows:

25 Beginning at a point 50 feet Southwesterly along Del Moro Street
26 from the point of intersection of the Southwesterly line of Eldorado
27 Street and the Northwesterly line of Del Moro Street; thence South-
28 westerly along the Northwesterly line of Del Moro Street 40 feet;
29 thence Northwesterly parallel with Eldorado Street 100 feet to the
30 line between Lots 4 and 5 of said Block 19 of Hillside Addition;
31 thence Northeasterly along said line 40 feet; thence Southeasterly
32 parallel with Eldorado Street to the point of beginning.

WHEREAS, First Party has heretofore constructed an underground sprinkler
system across that portion of his above described land which is adjacent and
parallel to Del Moro Street; and across that portion of the Second Party's
above described land which is adjacent to and parallel to Del Moro Street
and which lies Southwesterly of the Second Party's driveway, and

WHEREAS, the said underground sprinkler system was constructed to
irrigate the lawns of both parties which lies between their respective houses.

NOW THEREFORE, in consideration of these premises and the covenants
hereafter contained, it is agreed as follows:

The Second Party does hereby grant unto the First Party, his executors,

GANDONG, BISEMORE
& ZAMSKY
ATTORNEYS AT LAW
838 MAIN STREET
KLAMATH FALLS, ORE.
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1 heirs and assigns, a perpetual easement to maintain an underground sprinkler
2 system on that portion of the Second Party's above described premises that is
3 southwesterly of the Second Party's driveway.

4 The First Party does hereby covenant for himself, his executors and
5 assigns that he will provide all necessary maintenance and he will keep the
6 said underground sprinkle system in good working order and that he will supply
7 all the necessary water for the irrigation of the above mentioned lawns.

8 IN WITNESS WHEREOF, the parties have set their hand the day and year
9 first mentioned above.

Max Hicks
First Party
Donald Ross
Second Party

15 STATE OF OREGON }
16 County of Klamath } ss.

17 On this 7th day of June, 1973, before me the undersigned notary public
18 in and for said County and state, personally appeared the within named Donald
19 Ross, known to me to be the identical individual described in and who executed
20 the within instrument and acknowledged to me that he executed the same freely
21 and voluntarily.

Rich Owens
Notary Public for Oregon
My Commission Expires: 5-14-76

21 STATE OF OREGON }
22 County of Klamath } ss.

23 On this 7th day of June, 1973, before me the undersigned notary public
24 in and for said County and state, personally appeared the within named Max
25 J. Hicks, known to me to be the identical individual described in and who
26 executed the within instrument and acknowledged to me that he executed the
27 same freely and voluntarily.

Rich Owens
Notary Public for Oregon
My Commission expires: 5-14-76

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
KLAMATH COUNTY TITLE CO
on this 8th day of June A. D., 19 73
at 4:12 o'clock A M. and duly
recorded in Vol. M 73 of DEEDS
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WM. D. MILNE, County Clerk
By Harold Hazen Deputy.

Fee \$4.00

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