

28-6228

1 AGREEMENT, December 3, 1973, between ROLLIN O. FILLMORE and JOAN M. FILLMORE,
 2 husband and wife, First Parties, and JOHNNIE C. NORRIS and BETTY J. NORRIS, hus-
 3 band and wife, Second Parties,

W I T N E S S E T H:

4
 5 First Parties are the owners of the following described real property:

6 A tract of land in the North half of Block 36, FIRST ADDITION TO MIDLAND,
 described as follows:

7 Beginning at the Northwest corner of said Block 36; thence East along
 8 the North line of said Block 36 a distance of 316.7 feet to the North-
 east corner thereof; thence South along the East line of said Block a
 9 distance of 130.4 feet; thence West a distance of 166.7 feet to the
 Southwest corner of Lot 3 of said Block; thence North along the West
 10 line of said Lot a distance of 30.0 feet; thence North 60°27' West a
 distance of 172.42 feet to a point on the West line of said Block;
 11 thence North along said West line a distance of 15.4 feet to the point
 of beginning.

12 Second Parties are the owners of the following described real property:

13 A parcel of land in N½ of Block 36, First Addition to Midland, Klamath
 County, Oregon, more particularly described as thus: (SE¼ of Sec. 36,
 14 Twp. 39 S., R. 8, E.W.M., Klamath County, Oregon). Beginning at a 1/2"
 iron rebar set South 15.4 feet from Northwest corner of Block 36 which
 15 is also the South right of way of Elm Street and the East right of way
 of 4th Street to true point of beginning. Thence South along the East
 16 right of way of 4th Street 115.00 feet to 1/2" rebar set; thence East
 17 150.0 feet to 1/2" iron rebar set; thence North 30.0 feet to 1/2" iron
 rebar set; thence North 60°27' West 172.42 feet to point of beginning.
 18 This parcel containing .25 of an acre, more or less

19 First Parties are purchasing the portion of the property previously owned
 20 by Second Parties, and First Parties have upon their property a well which the
 21 parties wish to allow Second Parties to use for their domestic water supply.

22 The parties wish to enter into an agreement for the operation, maintenance
 23 and repair of said well.

24 NOW, THEREFORE, in consideration of the premises, the parties covenant and
 25 agree to and with each other as follows:

26 (1) Each of the parties shall be solely responsible for the maintenance,
 repair and replacement of the water lines from the pump to their own premises,
 27 but the cost of all future maintenance, replacements and improvements, and elect-
 ricity for the pump, of the well and casing shall be borne equally by the parties
 28 and their heirs and assigns.

29 (2) First Parties grant to Second Parties, their heirs, grantees and assigns
 for the benefit of Second Parties' said property, perpetual right and easement
 30 in and to said water well and of ingress and egress upon said property of First
 Parties for the purpose of replacing the pipes from the pump to the Second
 31 Parties' premises which services Second Parties' property.

32 (3) It is mutually covenanted and agreed by all of the parties hereto on be-
 half of themselves, their heirs, grantees and assigns, that in the event that

GANDONG, BISEMORE
 & ZAMBKY
 ATTORNEYS AT LAW
 538 MAIN STREET
 KLAMATH FALLS, ORE.
 97601

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1 any owner of either of said parcels of land shall at any time hereafter insti-
 2 tute any suit, action or proceeding to enforce any of the covenants or agree-
 3 ments herein contained and/or for damages for the breach of same, that the Court
 4 may award the prevailing party in such suit, action or proceeding such sums as
 5 it may adjudge reasonable for said prevailing party's attorney's fees therein,
 6 in addition to the usual costs and disbursements provided by law.

7 (4) This agreement shall bind and inure to each of said parcels of land and
 8 be appurtenant thereto and run therewith.

9 IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
 10 seals the day and year first herein written.

11 Rollin O. Fillmore (SEAL)
 12 Joan M. Fillmore (SEAL)
 13 First Parties
 14 Johnnie C. Norris (SEAL)
 15 Betty J. Norris (SEAL)
 16 Second Parties

17 December 4, 1973

18 STATE OF OREGON }
 19 County of Klamath } SS

20 Personally appeared the above named Johnnie C. Norris and Betty J. Norris,
 21 husband and wife, and Rollin O. Fillmore and Joan M. Fillmore, husband and wife,
 22 and acknowledged the foregoing instrument to be their voluntary act and deed.
 23 Before me:

24 James W. Wesley
 25 Notary Public for Oregon

26 (SEAL)
 27 My Commission Expires: 1-20-76

28 JAMES W. WESLEY
 29 Notary Public for Oregon
 30 My commission expires _____

31 STATE OF OREGON,
 32 County of Klamath

Filed for record at request of

Transamerica Title Co.

on this 8th day of January A.D. 1974

at 3:48 o'clock P M, and duly
 recorded in Vol. M 74 of Deeds

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By Wm D. MILNE, County Clerk

Mary L. Lindsay, Deputy

Fee 4.00

BANONG, SIBEMORE
 & ZAMSKY
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 WARRANT

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