

10146

38-10317

WELL AGREEMENT

Vol. 76 Page 1957

THIS AGREEMENT, made and entered into this 5th day of February, 1976, by and between MELVIN L. STEWART, hereinafter called "Stewart", and EDWARD WALLACE SWING and BARBARA J. SWING, husband and wife, hereinafter called "Swing".

WITNESSETH:

WHEREAS, Stewart is the owner of a tract of land located in Klamath County, Oregon, more particularly described as follows:

Beginning at the NW corner of Section 10, thence East along the North line of said Section 10, 1286.94 feet; thence South $0^{\circ}10'53''$ East a distance of 1001.87 feet; thence North $80^{\circ}31'22''$ West a distance of 1292.43 feet; thence North $0^{\circ}8'$ West a distance of 1001.72 feet to the point of beginning, Twp. 39 S, Range 10, E.W.M.

WHEREAS, Swing is the owner of a tract of land located in Klamath County, Oregon, more particularly described as follows:

That portion of the NW 1/4 of NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at the Southwest corner of said NW 1/4 of NW 1/4; thence North $0^{\circ}08'$ West along the West line of said NW 1/4 NW 1/4 333.94 feet to the true point of beginning; thence South $89^{\circ}30'57''$ East 1292.43 feet to the East line of said NW 1/4 of NW 1/4; thence North $0^{\circ}10'53''$ West 230.24 feet; thence North $89^{\circ}30'57''$ West 1291.16 feet; thence South $0^{\circ}08'$ West 230.23 feet to the point of beginning.

WHEREAS, there is a well located 240.23 feet North of the South property line and 122 feet East of the West property line of the property belonging to Stewart.

WHEREAS, the parties hereto desire to covenant for the joint use and maintenance of said well and the establishment of a water line across the property of Stewart, which covenant shall attach to and run with the above-described properties.

NOW, THEREFORE, IT is mutually agreed by the parties hereto as follows:

1. Swing will be granted an easement 15 feet wide, the center line of which begins at the well on the Stewart property, and extending in a general North-South direction to the above-described Swing property,

76 FEB 11 PM 3 48

1958

150 feet East of the West property line, for the purpose of pump-
ing and piping water from the above-mentioned well, including the
right to enter upon the Stewart property for the purposes of re-
pairing or maintaining well and pipeline.

2. In the event that Stewart makes any improvements to
the well he shall have the right to charge Swing one-third (1/3)
of the total costs, to be paid by Swing within thirty (30) days.
In the event that Swing does not pay said sum within the allotted
time Stewart reserves the right to discontinue water service to
the Swing property.

3. Swing hereby agrees that existing water lines from the
well to third party users shall remain as an easements upon the a-
bove-described premises as long as the third party users maintain
a well agreement with Stewart.

IT WITNESS WHEREOF, the parties have executed this in-
strument the day and year first hereinabove written.

Return To.
Edward Swing
2834 Pine Grove Rd.
Klamath Falls, Oregon 97601

Melvin Stewart Stewart
Edward Swing

STATE OF OREGON, } ss.
County of Klamath

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 11th day of February, 1976,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named MELVIN STEWART and EDWARD SWING

known to me to be the identical individual(s) described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Marlene T. Addington
Notary Public for Oregon
My commission expires 3-21-77

Marlene T. Addington
Notary Public for Oregon.
My Commission expires March 21, 1977

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of
FEBRUARY A.D., 1976 at 3:48 o'clock P.M., and duly recorded in Vol. M 76,
of DEEDS on Page 1957.
FEE \$ 6.00

WM. D. MILNE, County Clerk
By Hazel Drayal Deputy