

01-1051 38-13901
41668Vol. 78 Page 792AGREEMENT FOR EASEMENT
AND JOINT WELL USE

THIS AGREEMENT, made and entered into this 5th day of January, 1978 by and between Donald P. Muno and Patricia A. Muno, husband and wife, hereinafter called the first party, and Donald M. Lefler and Phyllis E. Lefler, husband and wife, hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the owner of the following described real estate in Klamath County, Oregon, to-wit:

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 35, Township 34 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 35, said point being South 00° 42' 52" West 318.32 feet from the Northwest 1/16th corner of said Section 35; thence South 00° 42' 52" West, along said line, 263.19 feet; thence West 478.14 feet; thence North 24° 58' 43" East 79.02 feet; thence North 32° 06' 43" East 226.13 feet; thence East 327.85 feet to the point of beginning, with bearings based on recorded Survey No. 1885, as recorded in the office of the Klamath County Surveyor.

and is the owner of the well, water pump, pressure tank and other related equipment located near the South boundary of said real property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the first party agrees to grant, assign and set over to the second party a perpetual easement, 15 feet wide, with the centerline thereof extending from the casing of said Well North 60° West to the West boundary of the above described real property.

The second party shall have the rights of ingress and egress over said easement and the right to cut, trim and remove brush or other obstructions on or over said easement as needed for the purposes of installing, repairing or removing a waterline and associated equipment or materials. The second party shall have the right to attach said waterline to the above mentioned pressure tank for the purpose of drawing water from said well using the existing system.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

Said waterline shall serve only one single-family type residence and shall not be used for industrial, commercial or irrigation purposes, except for a lawn and family-sized garden.

The second party shall be responsible for their share of the pumping costs and shall reimburse the first party for said costs at least one month in advance. The second party's share shall be determined by mutual consent or by the power company's computations. Said share may be recomputed at any time at either party's request.

Neither party shall impair the other party's normal use of the water system, except during short, pre-warned periods when making repairs, installations or for maintenance of the system.

The costs of necessary repairs, maintenance and replacements of the water system, that begins with said well up to and including said pressure tank, shall be shared equally between the first party and the second party unless otherwise arranged by mutual consent.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Donald P. Muno
Donald P. Muno

Patricia A. Muno
Patricia A. Muno

Donald M. Lefler
Donald M. Lefler

Phyllis E. Lefler
Phyllis E. Lefler

STATE OF OREGON, }
County of Klamath } ss.

January 5, 1978.

Personally appeared the above named Donald P. Muno, Donald M. Lefler, Patricia A. Muno, and Phyllis E. Lefler and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

John A. Kelt
Notary Public for Oregon,
My commission expires: July 16, 1980

After recording return to:

Donald M. & Phyllis E. Lefler
P.O. Box 517
Chiloquin, OR 97624

STATE OF OREGON; COUNTY OF KLAMATH, ss.

Filed for record at request of Transamerica Title Co.

on the 12th day of January A.D. 1978 at 3:36 clock P.M., and

fully recorded in Vol. M78, of Deeds on Page 792.

W. D. MILNE, County Clerk

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