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1 THIS AGREEMENT, made this 1st day of April, 1978, by and between TERRY A.
2 KUHLMAN and SHERRILEE KUHLMAN, husband and wife, First Parties, and LARRY D.
3 BATSELL and EVELYN K. BATSELL, husband and wife, Second Parties,

WITNESSETH:

5 THAT WHEREAS, First Parties own the following-described real property in
6 Klamath County, Oregon, to-wit:

7 Lot 2, Block 3 of The Highlands, according to the official
8 plat thereof on file in the office of the County Clerk of
Klamath County, Oregon;

and

9 WHEREAS, Second Parties own the following-described real property in Klamath
10 County, Oregon, to-wit:

11 Lot 1, Block 3 of The Highlands, according to the official
12 plat thereof on file in the office of the County Clerk of
Klamath County, Oregon;

and

13 WHEREAS, said two parcels of property are contiguous; and

14 WHEREAS, there is a domestic water well located on the boundary line between
15 their two parcels of property for the benefit of each of said parcels; and

16 WHEREAS, the parties wish to enter into an agreement for the future operation,
17 maintenance and repair of said well;

18 NOW, THEREFORE, in consideration of the premises, the parties covenant and
19 agree by and between themselves as follows:

1.

21 First Parties do hereby give and grant unto Second Parties, their heirs,
22 grantees and assigns, for the benefit of Second Parties' said property, the
23 perpetual right and easement in and to said water well and of ingress and egress
24 upon said property of First Parties for the purpose of installing, maintaining
25 and repairing said well which services Second Parties' property, and Second
26 Parties do hereby give and grant unto First Parties, their heirs, grantees and
27 assigns, for the benefit of First Parties' said property, a like perpetual
28 right and easement in and to said water well and of ingress and egress upon said
29 property of Second Parties for the purpose of installing, maintaining and re-
30 pairing said well which services First Parties' property.

2.

32 The cost of all future maintenance, repair, replacement and improvement of

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1 the well and the casing shall be borne equally by the parties.

2 3.

3 It is mutually covenanted and agreed by all of the parties hereto on behalf
4 of themselves, their heirs, grantees and assigns, that in the event that any
5 owner of either of said parcels of land shall at any time hereafter institute
6 any suit, action or proceeding to enforce any of the covenants or agreements
7 herein contained and/or for damages for the breach of same, that the Court may
8 award the prevailing party in such suit, action or proceeding such sums as it
9 may adjudge reasonable for said prevailing party's attorney's fees therein, in
10 addition to the usual costs and disbursements provided by law.

11 4.

12 This agreement shall bind and inure to each of said parcels of land and be
13 appurtenant thereto and run therewith.

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

16 Terry A. Kuhlman Larry D. Batsell
17 Terry A. Kuhlman Larry D. Batsell

18 Sherrilee Kuhlman Evelyn K. Batsell
19 Sherrilee Kuhlman Evelyn K. Batsell

20 STATE OF OREGON)
21) SS
22 County of Klamath)

23 On this 13th day of April, 1978, personally appeared the above-named Terry A.
24 Kuhlman and Sherrilee Kuhlman, husband and wife, and Larry D. Batsell and
25 Evelyn K. Batsell, husband and wife, and acknowledged the foregoing instrument
26 to be their voluntary act and deed.

27 Before me:

28 Gerald J. Brown
29 Notary Public for Oregon

30 (SEAL)

31 My Commission Expires: 11-12-78

32 DATE OF OREGON; COUNTY OF KLAMATH; ss
33 Filed for record at request of Klamath County Title Co.
34 on 13th day of April A. D. 19 78 at 3:06 clock P.M., or
35 duly recorded in Vol. M78, of Deeds on Page 7146
36 Agreement - Page 2. Wm D. MILNE, County Clerk
37 By Sherrilee Kuhlman

Fee \$6.00