

80987

Vol. ^m 80 Page 3439

DEED - GRANTING EASEMENT

We, BILL E. LORD and MADELYN LORD, husband and wife of
P.O. Box 537, Keno, Oregon 97627 owner of land described as:

S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 12, Township 40 South, Range 7 East,
Willamette Meridian, located in Klamath County, Oregon.

in consideration of Fifty + 00/100 Dollars, (\$ 50.00)
receipt of which is acknowledged, hereby grant, bargain, sell and con-
vey to RICHARD FREITAS and NANCY FREITAS, husband and wife, of 4448
Mahr Avenue, Pleasanton, California 94566, Grantee, the following:

A Water Line Easement to run Northeasterly from the
property line of Grantee's to the Pump House and Well
located 350 feet more or less from the West Boundary of
the above described property and 15 feet more or less from
the South Boundary of said property together with a right
of access and connection to the well located thereon for
the purpose of obtaining a domestic water supply.

This easement is for the benefit of and appurtenant to that
land, or any portion thereof, in the County of Klamath, State of
Oregon, described as follows:

N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 12, Township 40 South, Range 7 East,
Willamette Meridian, located on First Party's property.

"Water Line Purposes" as used in this agreement means water
lines for residential use only, and running from Residence of Second
Party to the Pump house located on First Party's property.

IN WITNESS WHEREOF, I have hereto set my hand this 18 day
of February, 1980.

Bill E Lord
BILL E. LORD

Madelyn Lord
MADELYN LORD

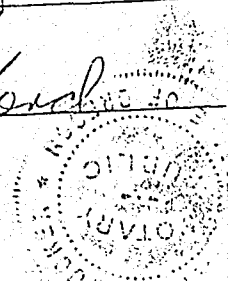
STATE OF OREGON)
County of Klamath)

February 18, 1980

Personally appeared the above named BILL E. LORD and MADELYN
LORD, husband and wife, and acknowledged the foregoing instrument to
be their voluntary act and deed.

Before me:

Sidney F. Tucker
Notary Public for Oregon
My Commission Expires: April 9, 1981



80 FEB 21 AM 11 21

AGREEMENT

AGREEMENT, made Feb. 18, 1980, between BILL E. LORD and MADELYN LORD, husband and wife, of P.O. Box 537, Keno, Oregon 97627, herein called First Parties, and RICHARD FREITAS and NANCY FREITAS, husband and wife, of 4448 Mahr Avenue, Pleasanton, California 94566, herein called Second Party.

The Parties agree as follows:

SECTION ONE

CONVEYANCE OF EASEMENT

First Party does hereby agree to grant, bargain, sell and convey perpetually to the Second Party a perpetual easement for water line purposes over and across the property owned by First Partys and described as follows:

~~S₂NE₁SE₁SE₁~~, Section 12, Township 40 South, Range 7 East, Willamette Meridian, located in Klamath County, Oregon.

such easement to run from property line of Second Party Northeast to the location of said Pumphouse and Well as follows:

Pumphouse is located 350 feet from the West Boundary of First Party's property and 15 feet more or less from the South Boundary of First Party's property.

SECTION TWO

CONVEYANCE OF ONE-HALF INTEREST IN WELL

First Party does hereby grant, bargain, sell and convey, a one-half interest in the well and pump located in the above described location to Second Party, for the sum of Thirty Six Four Two Hundred & No/100 Dollars, (\$ 3642.00).

AGREEMENT

SECTION THREE

"WATER LINE PURPOSES" DEFINED

"Water Line Purposes" as used in this agreement means water lines for residential use only, and running from Residence of Second Party to the Pump house located on First Party's property.

SECTION FOUR

CONSTRUCTION AND MAINTENANCE OF WATER LINES

The Water Line described above shall be constructed and maintained in good repair by Second Party at its sole cost and expense. The Water line shall meet all requirements as set out by the County of Klamath and the State of Oregon.

SECTION FIVE

MAINTENANCE OF PUMP AND WELL

The Pump and Well shall be maintained by both parties with the cost and expense, to be borne equally.

SECTION SIX

CONSIDERATION OF EASEMENT

Second Party agrees to pay First Party the sum of Fifty + 100 Dollars (\$ 50.00), as payment for granting of above described easement. Upon proper tender, First Partys will grant and convey by Deed - Grant Easement, the aforesaid easement within 1 days following payment.

SECTION SEVEN

AGREEMENT AND EASEMENT TO RUN WITH LAND

The grant of easement and agreement on well and pump shall

run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors, or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement at Klamath Falls, Oregon, the day and year first above written.

FIRST PARTY

Bill E Lord
BILL E. LORD

Madelyn Lord
MADELYN LORD

SECOND PARTY

Richard Freitas
RICHARD FREITAS

Nancy Freitas
NANCY FREITAS

STATE OF OREGON)
)
County of Klamath)

February 18, 1980

Personally appeared the above named BILL E. LORD and MADELYN LORD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Sidney F. Tucker
Notary Public of Oregon
My Commission Expires: April 9, 1981

STATE OF CALIFORNIA)
)
County of Klamath)

February 18, 1980

Before me, a Notary Public, personally appeared RICHARD FREITAS and NANCY FREITAS, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

AGREEMENT -3-

Sidney F. Tucker
Notary Public of Oregon
My Commission Expires: April 9, 1981

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of February A.D., 19 80 at 11:21 o'clock A M., and duly recorded in Vol. M80, of Deeds on Page 3439.

FEE \$14.00

WM. D. MILNE, County Clerk
By Berntha Shuch Deputy

Bill Lord
OO Boy 537
Hano OR 97637