

THIS AGREEMENT, made and entered into this 19th day of August, 1980, between LEO A. COLLIER and AUDREY M. COLLIER, husband and wife, hereinafter referred to as "COLLIERS"; and GREGORY L. RANDOLPH and YVONNE M. RANDOLPH, husband and wife, hereinafter referred to as "RANDOLPHS",

W I T N E S S E T H :

WHEREAS, COLLIERs are currently the owners of Lot 10, Block 37, of the Sixth Edition to Klamath River Acres, Klamath County, Oregon, and

WHEREAS, RANDOLPHs are currently the owners of Lot 11, Block 37, of the Sixth Edition to Klamath River Acres, Klamath County, Oregon, and

WHEREAS, located on the above-described Lot 10 is an existing water well and the parties desire that both of the above-described lots benefit from and be able to use said well for domestic water purposes,

NOW, THEREFORE, for the mutual promises and considerations hereinafter stated, it is agreed as follows:

1. COLLIERs grant, sell and convey unto RANDOLPHs an easement on, in and over a strip of land one-foot wide; the centerline of said strip shall begin at said well and extend to the nearest boundary of the above-described Lot 11 so as to permit RANDOLPHs to install water pipes for the purpose of conducting and taking water from the well located on the above-described Lot 10, together with the right of ingress and egress for the purpose of maintaining said water pipes.

2. COLLIERs grant, sell and convey unto RANDOLPHs the right to take water from the well located on the above-described Lot 10 for domestic purposes and said right shall be perpetual.

3. The parties mutually agree that all repairs to and costs of maintaining the well, including but not limited to maintenance, repairs and replacement of the pump located thereon, shall be shared equally on a 50-50 basis. All of the utility expenses for the operation of said pump shall also be shared equally by the parties on a 50-50 basis. RANDOLPHs shall be responsible for all expenses and repairs to the pipeline running from the well to the above-described Lot 11 and COLLIERs shall be responsible for all expenses and repairs to the pipeline running from the well to their residence located on the above-described Lot 10.

4. Provisions of this agreement shall extend to the heirs and assigns of all parties and shall bind and inure to each of said parcels of land herein described and shall be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Leo A. Collier  
LEO A. COLLIER

Audrey M. Collier  
AUDREY M. COLLIER

Gregory L. Randolph  
GREGORY L. RANDOLPH

Yvonne M. Randolph  
YVONNE M. RANDOLPH

STATE OF OREGON )  
County of Klamath ) ss:

The foregoing instrument was acknowledged before me this 19th day of August, 1980, by LEO A. COLLIER and AUDREY M. COLLIER.

STATE OF OREGON )  
County of Klamath ) ss:

The foregoing instrument was acknowledged before me this 19th day of August, 1980, by GREGORY L. RANDOLPH and YVONNE M. RANDOLPH.

174 Bair  
Notary Public for Oregon; Expiration: 4-11-84

174 Bair  
Notary Public for Oregon; Expiration: 4-11-84

Prepared By: Crane & Bailey, Attorneys  
540 Main, Suite 204  
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of September A.D., 19 80 at 4:38 o'clock P M., and duly recorded in Vol. M80 of Deeds on Page 17688.

FEE \$3.50

WM. D. MILNE, County Clerk

By Bernetha A. Helotch Deputy

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