

8506

READ AND APPROVED AS TO
FORM AND CONTENT

DOMESTIC WELL AND PUMP USE AGREEMENT

THIS AGREEMENT made this 5th day of Jan, 1982
between GRACE F. EASLEY of Harriman Route, Klamath Falls, County of
Klamath, State of Oregon, hereinafter referred to as First Party;
SPENCER ERICKSON of Harriman Route, Klamath Falls, County of Klamath,
State of Oregon, hereinafter referred to as Second Party; GRACE F.
EASLEY of Harriman Route, Klamath Falls, County of Klamath, State of
Oregon, hereinafter referred to as Third Party; and JOHN A. WIESS of
Alexandria, Virginia, hereinafter referred to as Fourth Party:

WHEREAS, First Party is the owner of a tract of land located in
the County of Klamath, State of Oregon, to-wit:

"Lots 1 and 2, Subdivision of Tracts B and C, Frontier
Tracts, according to the official plat thereof on file
with the Clerk of Klamath County, Oregon;" and

WHEREAS, Second Party is owner of property located in the
County of Klamath, State of Oregon, to-wit:

"Lot 46, Frontier Tracts, according to the official plat
thereof on file with the Clerk of Klamath County, Oregon;"
and

WHEREAS, Third Party is the owner of a tract of land located
in the County of Klamath, State of Oregon, to-wit:

"Lot 3, Tracts B and C, Frontier Tracts, according to
the official plat thereof on file with the Clerk of
Klamath County, Oregon;" and

WHEREAS, Fourth Party is the owner of a tract of land located
in the County of Klamath, State of Oregon, to-wit:

"Lot 35, Tract A, Frontier Tracts, according to the
official plat thereof on file with the Clerk of Klamath
County, Oregon;" and

WHEREAS, there is on the property of Third Party a well, pump-
ing system, together with casing, pump and related personal property
used in connection with providing of domestic water to each of the
parties hereto, belonging to each of the parties hereto; and

WHEREAS, each of the parties hereto wish to set forth the re-
spective rights and liabilities with regard to the said items of per-
sonal property,

NOW, THEREFORE, each of the parties hereto, in consideration of
the mutual promises hereinafter set forth, and subject to the condi-
tions set forth in this instrument, does hereby agree as follows:

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1) Each of the parties hereto shall have the right to operate the above-mentioned personal property, pump and related personal property items in order to take waters for domestic and related purposes, and to convey such water from the pumping system to each of the parties' above-described tracts of land, by the existent or replacement pipe system; and

2) Each of the parties hereto grants to each other, for the use and purpose of storing and conveying such water as above-described, and easement on, in, over and across certain strips of land as are necessary to effectuate the purpose of the aforementioned conveyance of water; and

3) This conveyance and agreement is made on the condition that each of the parties hereto, their heirs and assigns, shall bear their respective share of all expenses incurred in the operation of the above-described pump, and related personal property, together with all of the expenses connected with the maintenance of the said items of personal property and all accessories thereto, and that each of the parties hereto, their heirs, successors and assigns, shall keep and maintain the pump, pipe, tanks, and related items in good order so that there will be no leakage or seepage therefrom, or any defects that might cause injury to the land and premises of any of the other parties; and

4) It is mutually agreed by and between the parties that until such time as Fourth Party shall draw waters from the well and pumping system, that the respective proportion of ownership, operation and maintenance expenses incident to the operation of the aforementioned personal property shall be in proportions as follows:

First Party	33-1/3%
Second Party	33-1/3%
Third Party	33-1/3%

5) It is further mutually agreed by and between the parties that at such time as Fourth Party shall draw waters from the well and pumping system, that the respective proportion of ownership, operation and maintenance expenses incident to the operation of the aforementioned personal property shall be in proportions as follows:

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First Party	25%
Second Party	25%
Third Party	25%
Fourth Party	25%

6) The true and actual consideration as between the parties hereto stated in terms of dollars is \$10.00; however, the actual consideration consists of or includes other property or value given or promised which is part of the consideration.

7) This agreement shall extend until such time as a domestic water supply is furnished to the properties of First Party, Second Party, Third Party or Fourth Party from any other source acceptable to the parties hereto, their heirs, executors and assigns, and/or the Director of Veterans' Affairs of the State of Oregon.

8) In case suit or action is instituted to enforce any of the provisions of this agreement, the non-prevailing party in such suit or action agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action, and in any appeal therefrom.

9) In construing this agreement, it is understood that each of the parties hereto may be more than one person; that if the context so requires, the singular shall be taken to mean the plural, the masculine the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporation and individuals and that this agreement shall be one running with the land, and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors and assigns.

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

Grace F. Easley
 GRACE F. EASLEY
 First and Third Party

Spencer Erickson
 SPENCER ERICKSON
 Second Party

John A. Wiess
 JOHN A. WIESS
 Fourth Party

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named GRACE F. EASLEY, First Party and Third Party herein, and acknowledged the foregoing instrument to be her voluntary act and deed.

Dated before me this 5th day of January, 1982.

Janet R. Reine
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-7-83

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named SPENCER ERICKSON, Second Party herein, and acknowledged the foregoing instrument to be his voluntary act and deed.

Dated before me this 5th day of January, 1982.

Janet R. Reine
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-7-83

STATE OF VIRGINIA, County of Arlington) ss.

Personally appeared the above-named JOHN A. WIESS, Fourth Party herein, and acknowledged the foregoing instrument to be his voluntary act and deed.

Dated before me this 23rd day of December, 1981.

Kathryn Lee Walsh
NOTARY PUBLIC FOR VIRGINIA
My Commission Expires: 8/19/85

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~on~~ 21 day of Jan. A.D. 19 82 at 3:46 clock P.M. and
duly recorded in Vol 82 of Deeds on p. 889

Fee \$16.00

By Joyce M. Shaw
EV LYN BIEHN, Clerk