

m9c 11334

11966

AGREEMENT FOR UTILITY EASEMENT AND
JOINT WATER WELL USE

Vol. 1182 Page 6328

THIS AGREEMENT made and entered into this 12th day of May, 1982 by and between William J. Cadman and LoEtta A. Cadman, husband and wife, Grantors, owners of the real estate described as follows:

Lots 3, 4, 5, 6, 7, and 9 of Block 6, Arrowhead Village subdivision, Klamath County, Oregon, and Kenneth R. Brandt, Grantee, owner of real property described as Lot 8, Block 6, Arrowhead Village subdivision, Klamath County, Oregon.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That this grant is an individual one-third interest in a water well to be located along the easterly side of lot 9, Block 6, Arrowhead Village Subdivision, Klamath County, Oregon.

In consideration for the right to use water from said well, the grantee agrees to pay installation cost of well to include, drilling, casing, pump, pressure tank, piping, electrical service, well house, as well as operational and maintenance costs thereof for said well and equipment. Grantor shall the right to connect two additional domestic water lines to said well which will be installed within a ten foot wide perpetual utility easement established by this agreement along property boundary lines of lots 3, 4, 5, 6, 7, 8, and 9 of Block 6, Arrowhead village subdivision, Klamath County, Oregon, for the purpose of supplying utilities for future residences within the boundries of the above described real estate parcels.

Establishment of such ten foot perpetual easement for utilities shall extend five (5) feet from either side of existing property boundaries of only those lots listed above. A second future well on lot 9, Block 6, Arrowhead Village subdivision will serve domestic water to an additional three single-family dwellings on the balance of the above described lots, presently owned by the grantor.

In consideration of obtaining domestic water service, future owners of subject residential lots shall share equally the installation cost of well, well equipment, operation, and maintenance costs thereto related for those receiving water from wells located on lot 9, block 6, Arrowhead Village subdivision, Klamath County, Oregon.

Grantee and future owners of lots herein described, their heirs and assigns shall keep and maintain well equipment and pipelines in good working order so there will be no interruption in service without prior notice; and so there will be no freezing, leakage, or seepage and or other effects that may cause injury to the land above mentioned.

Except as noted herein granted, the grantor shall have full use and control of Lot 9, Block 6, Arrowhead Village subdivision, Klamath County, Oregon.

Grantee agrees to hold and save grantor harmless from any and all claims of third parties arising from grantee's use of the rights herein granted.

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

It is specifically agreed by grantor and grantee that this perpetual right to the use of well and water rights thereto is limited to lots 3, 4, 5, 6, 7, 8, & 9 of Block 6, Arrowhead Village subdivision, Klamath County, Oregon exclusively, and that said rights shall not be granted to cover any additional real property.

AGREEMENT FOR UTILITY EASEMENT AND
JOINT WATER WELL USE

6329

IN WITNESS WHEREOF:, the parties hereto have affixed their
signatures hereon.

DATED this 18th day of May, 1982

LoEtta A. Cadman
LoEtta A. Cadman, Grantor
William J. Cadman
William J. Cadman, Grantor

Kenneth R. Brandt
Kenneth R. Brandt, Grantee

STATE OF OREGON
COUNTY OF KLAMATH

SUBSCRIBED AND SWORN to before me this 18th day
of May, 1982.

Return:
Mr. and Mrs. William Cadman
Harriman Route Box 80
Klamath Falls, Oregon 97601

Before me:

Linda L. Mulner

Notary Public

My commission expires: 9-16-85

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 20 day of May A. D. 1982 at 4:10 o'clock P.M., and
duly recorded in Vol. M 82, of Deeds on Page 6328

Fee \$8.00

EV. LYN BIEHN, County Clerk

By [Signature]

Page 2 of 2 pages.