

13803

THIS AGREEMENT, made and entered into by and between RAYMOND A. NELSON and VERA A. NELSON, husband and wife, First Parties; LOUISE DYE and ALMA SCHULTZ, Second Parties; KENNETH MADISON and ALICE MADISON, husband and wife, Third Parties; RONALD L. MERMAN and PEGGY J. MERMAN, Fourth Parties;

## W I T N E S S E T H:

WHEREAS, First Parties are the owners of the Westerly 10 feet of Lot 10 and the E $\frac{1}{2}$  of Lot 9, Block 44, GRANDVIEW ADDITION TO BONANZA, Klamath County, Oregon; and

WHEREAS, Second Parties are vendees under a contract of sale for the following described real property:

The Northerly 6 feet of the S $\frac{1}{2}$  of Lot 7; and N $\frac{1}{2}$  of Lots 7 and 8 of Block 44, GRANDVIEW ADDITION TO BONANZA, together with an easement for ingress and egress over the Easterly 30 feet of that portion of 4th Avenue, as vacated by Ordinance 210, recorded in Book M67, page 4580, Microfilm Records of Klamath County, Oregon, that is adjacent to Lot 7, Block 41, Grandview Addition to Bonanza; and

WHEREAS, Third Parties are the owners of the Southwest 51 feet of Lots 7 and 8, Block 44, GRANDVIEW ADDITION TO BONANZA, Klamath County, Oregon; and

WHEREAS, Fourth Parties are the owners of Lots 1 and 2, Block 30, GRANDVIEW ADDITION TO BONANZA, Klamath County, Oregon; and

WHEREAS, there is an existing well located on the North one-half of Lot 8, Block 44, which said well services all of the above-described real property for domestic purposes; and

WHEREAS, the parties wish to enter into an agreement for the ownership and future maintenance of the well;

NOW THEREFORE, in consideration of these premises, the parties mutually covenant and agree as follows:

1. Second Parties do hereby grant, sell and convey unto First Parties, Third Parties and Fourth Parties an undivided one-quarter interest in said well and grant to First Parties, Third Parties and Fourth Parties an irrevocable, non-exclusive easement five feet in width, the centerline of which shall be the same as the connection from the well to each respective parcel of land; and further grant unto First Parties, Third Parties and Fourth Parties an irrevocable easement for access to the well over such portion of the First Parties' property as

Agreement - Page 1.

92 JUL 23 PM 10 21

1 is reasonably necessary for inspection and maintenance of the well.

2 2. Each of the parties shall pay their proportionate share of the electric  
3 bill for operating the pump to the well.

4 3. Each party shall contribute the sum of \$10.00 per month until such time  
5 as a fund of \$300.00 has accumulated for the future repair and maintenance of  
6 the well and pump. The funds shall be placed in a savings account which shall  
7 require the signature of two of the four parties for withdrawal. This fund shall  
8 be used exclusively for the repair and maintenance of the well and pump. When  
9 any funds are expended for the repair and maintenance of the pump, each of the  
10 parties shall again contribute \$10.00 per month to the maintenance fund until  
11 such time as there is again \$300.00 in the fund. In the event that the \$300.00  
12 is insufficient to pay any of the repair or maintenance of the pump, each of the  
13 parties shall contribute proportionately to the additional funds necessary for  
14 the repair or maintenance of the pump.

15 4. Each party shall be individually responsible for the waterline which  
16 runs from the well to their respective parcel.

17 IN WITNESS WHEREOF, the parties have entered into this agreement the 22nd day  
18 of July, 1982.

19 Ray A. Nelson

20 Raymond A. Nelson

Louise Dye

Louise Dye

21 Vera A. Nelson

22 Vera A. Nelson

Alma L. Schultz

Alma Schultz

23 Kenneth Madison

24 Kenneth Madison

Ronald L. Merman

Ronald L. Merman

25 Alice Madison

26 Alice Madison

Peggy J. Merman

Peggy J. Merman

27 STATE OF OREGON )  
28 County of Klamath ) SS

29 On this 21 day of July, 1982, personally appeared the above-named Raymond A.  
30 Nelson and Vera A. Nelson, husband and wife; Louise Dye and Alma Schultz; Kenneth  
31 Madison and Alice Madison, husband and wife; and Ronald L. Merman and Peggy J.  
32 deed. Before me:

(SEAL)

My Commission Expires: 3/24/84

Thomas L. Shaver  
Notary Public for Oregon