

EASEMENT AND AGREEMENT FOR WATER

THIS AGREEMENT made this 11th day of April, 1984, by and between Rutherford John Burkett and Mary Ann Burkett, called the Burketts, and Ethel Jessup, herein called Jessup;

WITNESSETH:

I.

Burketts are purchasing from Richard Jessup and Virginia Jessup certain property in Klamath County, Oregon, more particularly described as being lots 1 through 6 in Block 1 of the plat of Chemult, Klamath County, Oregon.

II.

Mrs. Jessup is the owner of Lot 7 in Block 1 of the plat of Chemult, Klamath County, Oregon.

III.

The Burketts are also purchasing from Richard Jessup and Virginia Jessup a separate parcel of property in Chemult, Oregon, which is more particularly described as follows:

Commencing at the Northwest corner of Block 8, ORIGINAL TOWNSITE OF CHEMULT on the Easterly line of the Dalles-California Highway No. 97; thence in a Southerly direction and parallel along said highway a distance of 50 feet; thence at right angles to said highway in an Easterly direction, a distance of 150 feet; thence at right angles in a Northerly direction and parallel to said highway, a distance of 50 feet to the Southerly boundary of First Street; thence at right angles along the Southerly boundary of First Street to the point of beginning; and being part and portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian.

IV.

Located upon the property described in paragraph III above is a domestic water well which furnishes water to the property being purchased by Burketts and the property owned by Jessup. The water line which furnishes water to the Jessup property runs from the Burkett property described in paragraph I to the Jessup property described in paragraph II above. In consideration of the Agreement by Richard and Virginia Jessup to execute an Amendment to the Contract of Sale by which the Burketts are purchasing the above described property and in consideration of the Agreement by Ethel Jessup and her heirs, successors and assigns to pay to the Burketts a monthly fee in

1 the amount of \$15.00 per month which said monthly fee has been paid through
2 December 31, 1984, the Burketts hereby grant unto Ethel Jessup, her heirs, suc-
3 cessors and assigns a perpetual and non-exclusive Easement for ingress and egress
4 for the purpose of maintaining, repairing and replacing the water line which
5 serves the Jessup property and, in addition, the Burketts on behalf of them-
6 selves, their heirs, grantees, successors and assigns, hereby agree to furnish
7 in perpetuity water for domestic use to the Jessup residence.

V.

8
9 It is mutually agreed by all the parties herein on behalf of themselves
10 and their respective heirs, grantees and assigns the following:

11 1. Jessup, her heirs, grantees, and assigns shall be fully responsible
12 for the maintenance, repair and replacement and repair of the water line which
13 serves her property and which runs between her property and the property on
14 which the Motor Inn is located which is more particularly described in para-
15 graph I above.

16 2. Burketts, their heirs, grantees and assigns shall be fully respon-
17 sible for the maintenance, repair and replacement of the well, well casing and
18 all pipes, pumps, pump building and all other equipment necessary to maintain
19 the operation of the water system which supplies water to the Burkett property
20 and the Jessup property, except for that portion of the pipe which Mrs. Jessup
21 is responsible for maintenance.

22 3. In the event a municipal or privately owned water system is installed
23 in Chemult and the Jessup property is able to reasonably connect to such system,
24 then after the Jessup property is so connected to such system, this Easement
25 and Agreement to furnish water shall be of no further force and effect. Pro-
26 vided, however, that Jessup shall have no duty or responsibility to drill their
27 own well or take other action to implement domestic water service from a source
28 other than Burketts.

29 4. This Agreement shall not prohibit the Burketts from agreeing to
30 provide water to any other landowner in the Chemult area so long as provision
31 of water to other land owners does not interfere with the water requirements of
32 the Jessup property.

1 4A. If the Burketts' water system fails to function so that water
2 cannot be supplied to Burketts' property and to Jessup's property, then
3 Burketts shall have no duty to supply water to the Jessup property.

4 4B. Nothing in this Agreement shall prohibit Burketts from moving
5 the said well or appurtenances thereto to some other location or recon-
6 structing the said well.

7 4C. The monthly fee paid by Jessup shall increase to \$20.00 per
8 month on January 1, 1985, and the said monthly rate shall be increased \$5.00
9 every three years thereafter.

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5. In the event that any owner of either of the parcels of land above described shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and or for damages for the breach of the same that the Courts, including Appellate Courts, may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorneys fees therein in addition to the costs and disbursements provided by law.

6. This Agreement shall bind and inure to each of the said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein written.

Mary Ann Burkett
Mary Ann Burkett

Ethel Jessup
Ethel Jessup

Mary Ann Burkett
Rutherford John Burkett, by Mary Ann Burkett, his attorney in fact

STATE OF OREGON)
) SS.
County of Klamath)

Personally appeared this 11th day of April, 1984, Mary Ann Burkett who acknowledged that the foregoing instrument is her voluntary act and deed and the voluntary act of Rutherford John Burkett for whom she is attorney in fact.

(SEAL) **WM. M. GANONG**
NOTARY PUBLIC - OREGON
MY COMMISSION EXPIRES _____

Before me:

William M. Ganong
Notary Public for Oregon
My Commission Expires 11-2-86

STATE OF OREGON)
) SS.
County of Klamath)

Personally appeared this 13 day of April, 1984, the above named Ethel Jessup and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL) **WILLIAM M. GANONG**
NOTARY PUBLIC - OREGON
MY COMMISSION EXPIRES _____

Before me:

Wayne H. Ernst
Notary Public for Oregon
My Commission Expires 9/8/87

After Recording Return to:

Return
WM. M. GANONG
ATTORNEY AT LAW
1151 PINE STREET
KLAMATH FALLS, OR.

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WILLIAM M. GANONG
ATTORNEY AT LAW
1151 PINE STREET
KLAMATH FALLS, OR.

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 23rd day of April A.D., 1984 at 9:51 o'clock A M, and duly recorded in Vol M84, of Deeds on page 6651.

Fee: \$16.00

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy