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Aspen #5-28532

AGREEMENT

THIS AGREEMENT made this 6th day of June, 1985, by and between CHARLES A. BROWNING and CHRISTINE B. BROWNING, husband and wife, hereincalled Brownings, and A. L. NORDNESS and D. V. NORDNESS, husband and wife, hereincalled Nordnesses,

WITNESSETH:

1.

Brownings own the following described property, to-wit:

Lot 45, Block 81, Klamath Forest Estates, Plat #4, Klamath County, Oregon.

2.

Nordnesses own the following described property, to-wit:

Lots 42, 43, and 44, Block 81, Klamath Forest Estates, Klamath County, Oregon. Plat #4,

3.

The parties have completed the construction and installation of a domestic water well, main well pump, storage tank and well house on said Lot 45 and Lot 44.

4.

The parties contributed equally to the cost of the construction of the well and well improvements and desire by this Agreement to establish the terms of the future use and maintenance of the Well and equipment.

5.

In consideration of the covenants and promises set forth herein the parties hereby mutually agree and covenant as follows:

A. Brownings hereby grant unto Nordnesses, their heirs, grantees and assigns, the perpetual right and easement for ingress and egress on and across said Lot 45 for the purpose of maintaining, repairing and replacing the well, well equipment and the water pipe which serve the Nordnesses property.

1 B. Nordnesses, their heirs, grantees and assigns, shall be
2 solely responsible for the maintenance, repair and replacement of
3 the water pipes which service his said property and shall repair
4 or pay for, at his sole expense, any repairs and replacement, and
5 shall pay one-half of all future costs of maintenance, repair,
6 replacement and improvement of the well casing, main pump, storage
7 tank and well house and the cost of operating the pump.

8 C. Brownings, their heirs, grantees and assigns, shall be
9 solely responsible for the maintenance, repair and replacement of
10 the water pipes which service their said property and shall pay
11 one-half of all future costs of maintenance, repair, replacement
12 and improvement of the well, casing, main pump, storage tank and
13 well house and the cost of operating the pump.

14 D. In the event that any repair or replacement of the well
15 casing, main pump, storage tank or well house, the parties
16 expressly agree to cooperate fully in allowing said repair or
17 replacement to be made just as soon as the necessary equipment,
18 equipment operator and supplies can be obtained to make such
19 repair or replacement. The parties further agree to pay for or to
20 arrange for the payment of their respective share of the costs of
21 said repair or replacement as soon as is reasonably possible.

22 E. The said Well and equipment is for the exclusive use and
23 enjoyment of the owners of said Lots 42, 43, 44, and 45 and
24 neither party shall allow water to be hauled from the said well
25 for use on any other property, nor shall other residences be
26 allowed to connect to the said well without the unanimous written
27 consent of the owners of said Lots 42, 43, 44, and 45.

28 F. In the event that any owner of either of said parcels of
29 land shall at any time hereafter institute any suit, action or
30 proceeding to enforce any of the covenants or agreements herein
31 contained and/or for damages for the breach of the same that the
32 Courts, including Appellate Courts, may award the prevailing party

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1 in such a suit, action or proceeding such sums as it may adjudge
2 reasonable for said prevailing party's attorney's fees therein, in
3 addition to the costs and disbursements provided by law.

6.

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

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

10 Charles A. Browning
11 Charles A. Browning

A. L. Nordness
A. L. Nordness

12 Christine B. Browning
13 Christine B. Browning

D. V. Nordness
D. V. Nordness

14 STATE OF OREGON)
15 County of Klamath) SS

16 On this 28th day of June, 1985, personally appeared the above
17 named ~~Charles A. Browning~~, Christine B. Browning, A. L. Nordness
18 and D. V. Nordness and acknowledged the foregoing instrument to be
19 their voluntary act and deed. BEFORE ME:

20 (SEAL)

[Signature]
Notary Public for Oregon
My Commission Expires 2-15-89

Return To: Town & Country Mtge Co.
803 Main, Suite 103, City, 97601

STATE OF OREGON,

County of KLAMATH } SS.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 19 day of JUNE, 1985,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named ***** Charles A. Browning***

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

[Signature]
Notary Public for Oregon.
My Commission expires 2-3-87.

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for
record on the 2nd day of July A.D., 1985 at 3:52 o'clock P M,
and duly recorded in Vol M85, of Deeds on page 19238.

Fee: \$ 13.00

EVELYN BIEHN, COUNTY CLERK

by: [Signature], Deputy