

68875

MR-17075-f
WELL AGREEMENT
EASEMENTS

Vol. 180 Page 22246

The effective date of this agreement is December 2, 1986, and is between JOSEPH CAMPBELL and GLADYS M. INGRAM CAMPBELL, husband and wife, Grantors, hereinafter called "Campbells," and RONALD W. TIDBALL and ANNIE M. TIDBALL, husband and wife, Grantees, hereinafter called "Tidballs."

WHEREAS, individual ownerships are as follows:

Campbells: S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19, Twp. 38 So.
Range 11 East of the Willamette Meridian,
Klamath County, Oregon.

Tidballs: N $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 19, Twp. 38 So.
Range 11 East of the Willamette Meridian,
Klamath County, Oregon.

WHEREAS, the parties desire to recognize and grant the necessary easements and make the necessary agreement regarding the well presently located on the property owned by Campbells; and

WHEREAS, this document is entered into to facilitate the closing where Campbells are selling to Tidballs the property described above as owned by Tidballs;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. JOSEPH CAMPBELL and GLADYS M. INGRAM CAMPBELL, husband and wife, grant to RONALD W. TIDBALL and ANNIE M. TIDBALL, husband and wife:

- (a) The right to use and maintain the well including casing and pump and necessary accessories, said well being located on the property owned by Campbells as above described;
- (b) Easement for well pad and ingress and egress thereto to maintain said well;
- (c) An undivided one-half interest in said well;
- (d) Easement at the location of the existing water distribution system from said well to the above-referred to Tidball property, together with a right of ingress and egress to construct and maintain the same;

on their premises for the purpose of providing water for the benefit of the Tidball property.

86 DEC 3 AM 10 27

22247

2. The parties hereby grant each other necessary easements across their premises for ingress and egress, said easements located where the existing access road runs from Haskins Road easterly along the north border of Campbells' property which is also the south border of Tidballs' property.

3. The parties hereto will share on a prorata basis based upon usage:

- (a) Costs of maintaining and operating the well, including casing, pump, and necessary accessories.
- (b) Costs of maintaining the ingress and egress easement above referred to.

4. Each party shall be responsible for installing and maintaining delivery systems for their respective properties.

5. Withdrawal of the rights and obligations of the respective premises or the inclusion of additional premises shall be effective only upon written consent of all parties to this agreement and upon such terms that are mutually agreeable.

6. This agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Joseph Campbell
Joseph Campbell

Gladys M. Ingram Campbell
Gladys M. Ingram Campbell

Ronald W. Tidball
Ronald W. Tidball

Annie M. Tidball
Annie M. Tidball

STATE OF TENNESSEE }
County of LOUDON } ss.

On this 16th day of September, 1986, personally appeared the above named JOSEPH CAMPBELL and GLADYS M. INGRAM CAMPBELL, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Prague A. Kilcoy
Notary Public
My Commission expires March 13, 1989

STATE OF OREGON]
County of Klamath] ss.

22248

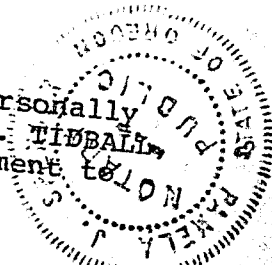
On this 2nd day of Dec., 1986, personally
appeared the within named RONALD W. TIDBALL and ANNIE M. TIDBALL,
husband and wife, and acknowledged the foregoing instrument to
be their voluntary act and deed.

Before me:

Dumela Spencer

Notary Public for Oregon

My Commission expires: 8/16/88



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of December A.D., 19 86 at 10:27 o'clock A M., and duly recorded in Vol. M86
of _____ Deeds on Page 22246

FEE \$13.00

By Evelyn Biehn, County Clerk

Well Agreement
Page -3-

PROCTOR, ~~PERKINS~~ & FAIRCLO
ATTORNEYS AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601