

18494

SEPTIC SYSTEM EASEMENT AND AGREEMENT

Aspen Title #01035776 Vol. M90 Page 15603

THIS AGREEMENT made by and between JOHN C. DAHN and MIRIAM C. DAHN, husband and wife, hereinafter called "DAHN", and WILLIAM E. GADDIS and VIOLA A. GADDIS, husband and wife, hereinafter called "GADDIS".

R E C I T A L S

A. WHEREAS, Frank and Velma M. DeLong were previously the owners of a certain parcel of real property, which is referred to hereinafter, which said parcel of real property previously utilized a septic system, which such system is partially located on the property of each of the parties; and

B. WHEREAS, as a result of the sale by Frank and Velma M. DeLong to "GADDIS", one of the two said parcels of property has passed into the ownership of "GADDIS"; and

C. WHEREAS, "DAHN" and "GADDIS" desire to enter into an Agreement to allow for the continued use and maintenance of the septic tank, drain field, pipes, and casing, as well as to enter into an Agreement to allow for the use and maintenance thereof;

D. WHEREAS, as a result of the sale from Frank and Velma M. DeLong to "GADDIS", "GADDIS" has become the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Lot 227, RESUBDIVISION OF SOUTHERLY PORTION OF TRACTS "B" and "C" FRONTIER TRACTS, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

hereinafter referred to as "GADDIS PROPERTY".

E. WHEREAS, "DAHN" has and continues to maintain ownership of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Lots 225 and 226, RESUBDIVISION OF SOUTHERLY PORTION OF TRACTS "B" and "C" FRONTIER TRACTS, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

hereinafter referred to as "DAHN PROPERTY".

W I T N E S S E T H

The parties agree as follows:

1. That "DAHN" and "GADDIS" shall each have an undivided one-half interest in the septic tank, drain field, piping, and casing of that certain septic system located on both "DAHN PROPERTY" and "GADDIS PROPERTY", along their joint and mutual property lines, which said septic system shall be hereinafter referred to as "JOINT SEPTIC SYSTEM".

2. That each party grants to the other an easement to discharge water, gray water, and black water into the "JOINT SEPTIC SYSTEM", hereinabove described.

3. Each party grants to the other the right of ingress and egress to use and and maintain the "JOINT SEPTIC SYSTEM" as the same is now situated.

4. The parties recognize that a high water table in the area may result in "JOINT SEPTIC SYSTEM" functioning poorly during the winter or spring months of the year. The parties make no warranty,

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one to the other, as to the present adequacy of the said 'JOINT SEPTIC SYSTEM', but agree that they shall jointly and mutually make every effort to comply with all the Department of Environmental Quality regulations relating to the continued use and maintenance thereof.

5. Each of the parties, and/or their successors in interest, shall pay one-half of all costs to maintain in the present condition the "JOINT SEPTIC SYSTEM". The parties further agree that before any major expense is incurred, the parties shall jointly agree to the nature and amount of such expenditure, before work is commenced, and before any such expense is incurred. The parties further agree that any such work performed shall be done in accordance with Oregon Administrative Rules then in effect.

6. Each of the parties hereto agree that they shall share the capacity of the "JOINT SEPTIC SYSTEM" to discharge sewerage, and that each of the parties shall be limited to one domestic sewer hookup, unless this Agreement shall be modified by the mutual agreement of the parties.

7. In the event that any party to this Agreement fails to pay his or her proportionate share of costs upon demand, the other party may terminate the defaulting party's right to use the "JOINT SEPTIC SYSTEM" during the period of default, and may file a lien upon the real property of the defaulting party by filing a "NOTICE OF LIEN" under this agreement with the County Clerk of Klamath County, Oregon. Any non-defaulting party may foreclose the lien as provided by ORS Chapter 88 and shall be entitled to attorney fees in such foreclosure.

8. Each of the parties grants to the other an easement over and across their respective property, which such easement or easements shall run from the existing "JOINT SEPTIC SYSTEM" to the joint property line dividing the property of the parties.

9. The easement hereinabove granted shall allow each of the parties, and their successors in interest, the right to go upon the property of the other for the purpose of repair, maintenance, and installation of replacement or new piping, replacement of or new septic tank, or replacement of or new drain fields, if such replacement or repair should become necessary, in order to allow the continued enjoyment of the sewerage disposal capabilities of the "JOINT SEPTIC SYSTEM". In the event that such repair or replacement of new piping, tank, or drain fields is necessary, each of the parties agrees to restore the surface of the property of the other as near as possible to the same condition as it was in before such installation was commenced.

10. Each of the parties agrees that they will not discharge into the "JOINT SEPTIC SYSTEM" any substance or substances which will cause a diminution or cessation of the sewerage disposal capabilities of the "JOINT SEPTIC SYSTEM", such as nonbiodegradable detergents, petro-chemical products, or the like.

11. The rights created by this Agreement shall run with the land, and in the event that any party sells the land subject to the within Septic System Easement and Agreement, the purchaser shall be bound by this Agreement.

12. This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors, and assigns. In construing this instrument, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year set forth hereinbelow.

Date: 7-19-90

Date: 7-19-90

John C. Dahn
JOHN C. DAHN

Miriam C. Dahn
MIRIAM C. DAHN

Date: Frank De Long, Witness for John C. Dahn and Miriam C. Dahn

X William E. Gaddis
WILLIAM E. GADDIS

X Viola A. Gaddis
VIOLA A. GADDIS

STATE OF OREGON, County of Klamath) ss.

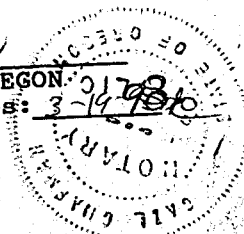
PERSONALLY appeared before me on July 19, 1990, 1990, the above-named JOHN C. DAHN and MIRIAM C. DAHN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY PUBLIC FOR
My Commission Expires: See attached for notary

STATE OF OREGON, County of Klamath) ss.

PERSONALLY appeared before me on July 25, 1990, 1990, the above-named WILLIAM E. GADDIS and VIOLA A. GADDIS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Karl Chapman
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-19-91



STATE OF OREGON)
) ss.
County of Klamath)

On July 19, 1990, before me, the undersigned, at Notary Public in and for said County and State, personally appeared Frank De Long, whose name is subscribed to the within instrument as a witness thereto, who being duly sworn, deposed and said: That he resides in Rocky Point, Oregon, that he was present and saw John C. Dahn and Miriam C. Dahn, personally known to him to be the same persons described in and who executed the said within instrument, as parties thereto, sign, seal and deliver the same and that the said John C. Dahn and Miriam C. Dahn duly acknowledged in the presence of affiant that they executed the same and that they, the said affiants, thereupon at their request, subscribed his name as a witness thereto.

WITNESSE my hand and official seal, this 20th day of July, 1990.

Notary Public for the State of Oregon

My Commission Expires March 22, 1993.

GRANTORS NAME AND ADDRESS:

GRANTEES NAME AND ADDRESS:

AFTER RECORDING, RETURN TO:

Mr. & Mrs. Wm. E. Giddis
1610 Baker St.
Baker, OR 97814

Until a Change is Requested,
Tax Statements Should be Sent
To:

As Above

STATE OF OREGON

County of Klamath

ss.

15607

I certify that the within instrument was received for record on the 6th day of Aug. 1990, at 11:06 o'clock A.M., and recorded in Book M90 on Page 15603 or as File Reel Number 18494, Record of Deeds of said County.

WITNESS my hand and seal of County affixed.

Evelyn Biehn, County Clerk

Recording Officer

By: Caroline Mullendore
Deputy

Fee \$48.00