

Attest
D. Cramer
Scribe
8/16/99

Agreement for Easement ① of ④
AND Joint Well use Vol M99 Page 33474

This Agreement, Made the 13th day of August, 1999
by and between, Robert A. Cramer & Linda Cramer
hereinafter called the "First Party", and Daniel E.
Cramer & Carol S. Cramer, hereinafter called the
"Second Party".

"WITNESSETH"

whereas; The first Party is the owner of the following
described real estate in Klamath County, Oregon, to wit;

LOT 13 in Block 9 of Klamath Forest Estates, according
to the official Plat thereof on file in the office of the
County Clerk of Klamath County, Oregon. And is the
owner of the well and water pump and housing on said
Real Estate.

whereas; The "Second Party" is the owner of the
following described Real Estate in Klamath County, Oregon,
to wit; Lot 14 in Block 9 of Klamath Forest Estates,
according to the official Plat thereof on file in the
office of the County Clerk of Klamath County, Oregon.

Now Therefore, In consideration of love & affection
and of the mutual covenants and agreements herein
contained, the "First Party" agrees to Grant, assign and
set over to the "Second Party" a perpetual easement.
The center line of said easement shall be considered
to be situated at ground level directly above the
middle of the width and running along the length of that
portion of the existing waterline that connects said
existing well to Second Party's property described as
"LOT 14" above.

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Said easement shall be a total of ~~34~~³⁰ feet wide with 15' on each side of said center line running parallel with said center line and extending the length of that portion of said waterline that lies between said well and the Eastern boundary line of Lot 13. In addition, the easement shall extend 20' feet in radius from the center of said Well measured at ground level.

The second Party shall have the right of Ingress and Egress over said easement as needed for the purpose of checking, repairing or replacing the waterline, well water pump, housing, or associated Equipment or Materials. The Second Party shall have the right to attach said waterline to a pressure tank located in well house located on Lot 13 of First Party's property, for the purpose of obtaining water from said well using the existing system.

Except as to the rights herein granted, the First Party shall have the full use and control of the above described real estate Lot 13.

The second Party hereby agrees to hold and save the first Party harmless from any and all claims of third parties arising from Second Party's use of the rights herein granted.

Said waterline serving Lot 14 shall provide water for up to two single family type residences, lawns and non-commercial gardens, but not to exceed 20 gal. per Min. Not to be used for commercial or Irrigation purposes.

Neither party shall have the right to impair the other party's normal use of the water system except during short, prewarned periods when making Repairs, Installations or for Maintenance of the system!

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③ of ④

Second party shall pay second party's share of the cost of any repair, Maintenance and/or Necessary replacement cost of said waterline, well pump, well Equipment, well, or well housing, due and payable within 30 days of receipt of proof of said incurred cost.

First party shall pay First party's share of the cost of any repair, Maintenance and/or Necessary replacement cost of said waterline, well pump, well equipment, well, or well housing, due and payable within 30 days of receipt of proof of said incurred cost.

If either First or Second party pays the whole cost of any repair, maintenance and/or Necessary replacement cost of said waterline, well pump, well Equipment, well, or well housing, the other party ("regardless of living on their lot and using water") shall reimburse that party one-half of said total cost within 30 days of receipt of proof of payment of said total cost.

This agreement shall bind and insure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well. Until terminated, this agreement for easement and joint well use shall run with the land that it pertains to and be appurtenant to the land.

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(u/p)

Either party may terminate this agreement upon either party giving the other party 60 days prior written notice of intention to terminate the use of the well system and to disconnect the water line to said party's residence.

Upon such termination the party terminating the use of the water system shall bear the cost of disconnection and shall record a Quitclaim deed conveying said party's interest in this agreement for easement and joint well use to the other party.

If in the future, commercial electricity becomes available, both parties will agree in writing to an equitable share of the costs to be shared for the pump and EQ. usage.

In any suit or action brought on this agreement, the losing party therein agrees to pay the prevailing party therein ① the prevailing party's reasonable attorney's fees in such suit or action, to be fixed by the trial court, and ② on appeal, if any, similar fees in the Appellate court, to be fixed by the Appellate court.

"In witness whereof by signature"

Date 8/10/99 First Party Robert A. Cramer
Robert A. Cramer

Date 8-10-99 - First Party Linda Cramer
Linda Cramer

Date Aug 10, 1999 Second Party Daniel E. Cramer
Daniel E. Cramer

Date --- Second Party Carol S. Cramer
Carol S. Cramer

INDIVIDUAL ACKNOWLEDGMENT

State of Oregon }
 County of Klamath } ss.

On this the 10th day of August 19 99,

before me, Twila Pellegrino

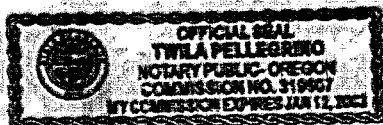
Name of Notary Public

the undersigned Notary Public, personally appeared
Robert A. Cramer, Linda Cramer, Daniel E. Cramer
and Carol S. Cramer

Name of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed
 to the within instrument, and acknowledged that
 he/she/they executed it.



WITNESS my hand and official seal.

Twila Pellegrino

Signature of Notary Public

OPTIONAL

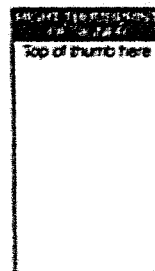
Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____



State of Oregon, County of Klamath
 Recorded 8/19/99, at 9:56 a m.
 In Vol. M99 Page 33474

Linda Smith,
 County Clerk

Fees 50⁻ RD