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ELL AGREEMENT OWNERShip INFORMATION

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AGREEMENT,	August 9	, 2003, between <u>Scisson</u>
first parties, and	Westbrook	,second parties.

## WITNESSETH:

First Parties are the owners of the following described real property:

Lot 2 in Block 21 of fourth addition to Klamath River Acres, according to the official plot there of on file in the County Clerk of Klamath County, Oregon. 18217 Ponderosa Lane, Klamath Falls, Oregon

## Second Parties are the owners of the following described real property:

Lot 1 in Block 21 of fourth addition to Klamath River Acres, according to the official plot there of on file in the Office of the County Clerk of Klamath County, Oregon. 18413 Freight Road Lane, Klamath Falls, Oregon

Second parties are purchasing a portion of the property previously owned by the First Parties, and First Parties have upon their property a well which the parties wish to allow Second Parties to use for their domestic water supply.

The parties wish to enter into an agreement for the operation, maintenance and repair of said well,

NOW, THEREFORE, in consideration of the premises, the parties covenant and agree to and with each other as follows:

- (1) Each of the parties shall be solely responsible for the maintenance, repair and replacement; of the water lines from the pump to their own premises, but the cost of all future maintenance, replacements and improvements, and electricity for the pump, of the well and casing shall be born equally by the parties and their heirs and assigns.
- (2) First Parties grant to Second Parties, their heirs, grantees and assigns for the benefit of Second Parties' said property, perpetual right and easement in and to

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said water well and of ingress and egress upon said property of First Parties for the purpose of replacing the pipes from the pump to the Second Parties premises which services Second Parties' property.

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- (3) It is mutually covenanted and agreed by all of the parties hereto on behalf of themselves, their heirs, grantees and assigns, that in the event that any owner of either of said parcels of land 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 same, that the Court may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorney's fees therein; in addition to the usual costs and disbursements provided by law.
- (4) This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

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

	Lowel Wasson
	Marla Scisson
	First Parties
	William & Westbrook
	Margaret a. Westbrook
TATE OF OREGON )	<i>Regularization de la composition de la composit</i>

STATE OF OREGON )
) ss

County of Klamath )

OFFICIAL SEAL
MICHELLE TEMPLE
NOTARY PUBLIC-OREGO
COMMISSION NO. A 3067
MYCOMMISSION EXPIRES NOV. 17

Personally appeared the above named

Donnie & Marla Scisson first parties and

William & Margaret West brook parties, and acknowledged the

foregoing instrument to e their voluntary act and deed.

Before me:

Notary Public for Oregon

State of Oregon, County of Klamath Recorded 08/09/00, at //:// a.m. In Vol. M00 Page 29/32
Linda Smith,
County Clerk Fee\$ 26

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