

23014

AGREEMENT

THIS AGREEMENT, Made this 8 day of January, 1979, by and between HARRY E. KISSLER, and MARGARET A. KISSLER, husband and wife, hereinafter referred to as "KISSLER," and DAVID HAMILTON and NYLA HAMILTON, husband and wife, hereinafter referred to as "HAMILTON."

WITNESSETH:

WHEREAS, the above named parties or their predecessors in interest in an Agreement dated July 31, 1970 recorded August 3, 1970 in book 171, page 435, Deed Records of Deschutes County, Oregon, which Agreement established a common water system for domestic use and maintenance thereof; and,

WHEREAS, the parties hereto desire to alter and revise their particular interests as provided for in that Agreement;

NOW, THEREFORE, For valuable consideration,

IT IS AGREED as follows,

1) That at such time as "KISSLER" connects to the City of Redmond water system at their present principal place of residence, "KISSLER" shall automatically and without further action obtain "HAMILTON'S" interest in the "cistern" and "HAMILTON" shall obtain "KISSLER'S" interest in the "well," which cistern and well are those described in the Agreement dated July 31, 1970.

2) That at such time as "KISSLER" connects to the City of Redmond water system at their present principal place of residence "KISSLER" shall assume all maintenance

and repair and replacement obligations of "HAMILTON" as to the cistern and "HAMILTON" shall thereafter be released from all further liability therefore, which liability "KISSLER" shall forever indemnify and hold "HAMILTON" harmless therefrom.

3) That at such time as "KISSLER" connects to the City of Redmond water system at their present principal place of residence, "HAMILTON" shall assume all maintenance, repair and replacement obligations of "KISSLER" as to the well and "KISSLER" shall thereafter be released from all further liability therefore, which liability "HAMILTON" shall forever indemnify and hold "KISSLER" harmless therefrom.

4) The provisions of this Agreement shall be covenants running with the land and shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto.

5) In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

IN WITNESS WHEREOF, The parties hereto have executed this Addendum to Agreement the day and year first above written.

Harry E. Kissler
HARRY E. KISSLER

Margaret A. Kissler
MARGARET A. KISSLER

STATE OF OREGON)
County of Deschutes) ss.

Pubby, 1979.

BRYANT, ERICKSON, JACUA & BISCHOP
ATTORNEYS AT LAW
688 WEST EVERGREEN AVENUE
P.O. BOX 457
REDMOND, OREGON 97756
TELEPHONE (503) 548-2151

2- AGREEMENT

Personally appeared the above named HARRY E. KISSLER
and MARGARET A. KISSLER, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act.

Before me:

Lenore Erickson
Notary Public for Oregon
My Commission Expires: 7-29-79

David Hamilton
DAVID HAMILTON

Myla Hamilton
MYLA HAMILTON

STATE OF OREGON)
County of Deschutes) ss.

Jan 5, 1979.

Personally appeared the above named DAVID HAMILTON
and MYLA HAMILTON, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act.

Before me:

Lenore Erickson
Notary Public for Oregon
My Commission Expires: 7-29-79

23914

STATE OF OREGON

County of Deschutes

I hereby certify that the within instru-
ment of writing was received for Record

the 16 day of Feb A.D. 19 79

at 10:07 o'clock A. M., and recorded

in Book 293 on Page 781 Records

at 10:07 o'clock

ROSEMARY PATTERSON

County Clerk

Rhonda Lang Deputy

- 3 - AGREEMENT

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Harry Kissler
Box 460
Redmond, OR 97756