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WELL AGREEMENT

1 THIS AGREEMENT is made as of July 8, 1976, and is by and between
 2 WILSON D. PARKER and VIVIAN B. PARKER, husband and wife, referred to
 3 herein as "Parker" and OSCAR J. SHADLEY and MARSHA A. SHADLEY, husband
 4 and wife, referred to herein as "Shadley";

WITNESSETH:

5 WHEREAS, Parker owns that certain real property situate in Klamath
 6 County, Oregon more particularly described as follows:

7 A parcel of land situate in the South half of Southwest quarter
 8 of Northwest quarter of Section 20, Township 39 South, Range 10
 9 East of the Willamette Meridian, more particularly described as
 10 follows: Commencing at the Southwest corner of the Northwest
 11 quarter of said Section 20; thence North 00°21'40" East along
 12 the West line of said Section 20, 301.29 feet; thence leaving
 13 said West line North 89°56'43" East 35.00 feet to the Easterly
 14 right of way line of the County Road and the point of beginning
 15 of this description; thence continuing North 89°56'43" East
 16 1302.05 feet; thence South along the East line of said South
 17 half of Southwest quarter of Northwest quarter to the Southeast
 18 corner thereof; thence West along the South line of said South
 19 half of Southwest quarter of Northwest quarter to the Easterly
 20 right of way line of said County Road; thence North along the
 21 Easterly line of said County Road to the point of beginning of
 22 this description. Excepting therefrom a parcel of land situated
 23 in the NW¼ of Section 20, T39S, R10E, W.M., more particularly
 24 described as follows: Commencing at a bolt at the intersection
 25 of the centerline of Reeder Road and Short Road, county roads,
 26 and marking the southwest corner of said NW¼; thence S89°59'50"E
 27 along the southline of said NW¼, 30.00 feet to the easterly right
 28 of way line of said Reeder Road; thence N00°21'40"E along said
 29 right of way line, 158.56 feet to the point of beginning for this
 30 description; thence continuing N00°21'40"E along said right of
 31 way line, 142.76 feet; thence N89°56'43"E, 1307.05 feet to a
 32 5/8 inch iron pin; thence S00°17'02"W along the east line of the
 SW¼NW¼, 143.42 feet to a 1/2 inch iron pin; thence S89°58'27"W,
 1307.24 feet to the point of beginning containing 4.29 acres
 more or less; and,

WHEREAS, Shadley owns the following described property situate in
 Klamath County, Oregon more particularly described as follows:

A parcel of land situated in the NW¼ of Section 20, T39S, R10E,
 W.M., more particularly described as follows: Commencing at a
 bolt at the intersection of the centerlines of Reeder Road and
 Short Road, county roads, and marking the southwest corner of
 said NW¼; thence S89°59'50"E along the south line of said NW¼,
 30.00 feet to the easterly right of way line of said Reeder
 Road; thence N00°21'40"E along said right of way line, 158.56
 feet to the point of beginning for this description; thence
 continuing N00°21'40"E along said right of way line, 142.76
 feet; thence N89°56'43"E, 1307.05 feet to a 5/8 inch iron pin;
 thence S00°17'02"W along the east line of the SW¼NW¼, 143.42
 feet to a 1/2 inch iron pin; thence S89°58'27"W, 1307.24 feet,
 to the point of beginning containing 4.29 acres more or less; and,

1 WHEREAS, the properties are adjacent to each other; and, situate on
2 Parker's property is a well; and,

3 WHEREAS, the parties are in agreement that Parker shall furnish
4 water to Shadley; and,

5 WHEREAS, the parties wish to provide for the cost of maintenance,
6 repair, or replacement and operation thereof;

7 NOW, THEREFORE, it is hereby agreed as follows:

8 1. Parker shall furnish such water to Shadley as is the well on
9 his property capable of furnishing upon the terms and conditions herein
10 contained.

11 2. For such portions of said well system which are common to
12 Parker and Shadley, the parties shall equally bear the cost of all main-
13 tenance, repair, and replacement thereof. Parker shall have the sole
14 and absolute discretion as to when maintenance, repair, or replacement
15 is necessary and as to what items, components, and materials shall be
16 used for such maintenance, repair or replacement and the manner in which
17 such maintenance, repair, or replacement shall be performed.

18 3. Each party shall be responsible, themselves, for the mainten-
19 ance, repair, or replacement of that portion of the system that serves
20 only their respective properties.

21 4. Shadley hereby agrees to pay to Parker the sum of 5 percent
22 of the monthly electrical bill of Parker as consideration for the
23 operating costs of said well.

24 5. Parker hereby grants unto Shadley as easement over, upon and
25 under the following described real property for the maintenance, re-
26 pair, or replacement of Shadley's portion of said system and for the
27 existence of said system:

28 A strip of land six feet in width, the centerline of which is
29 more particularly described as follows: Beginning at a point
30 from which the Southeast corner of the Southwest quarter North-
31 west quarter of Section 20, Township 39S, Range 10, East of the
32 Willamette Meridian is 391.64 feet East and 107.8 feet South;
thence North 52 feet to the South line of the Shadley property,
more particularly described above.

6. This agreement shall inure to the benefit of and bind the heirs,
successors, and assigns of each of the parties hereto.

7. In the event any suit or action is brought to enforce, interpret,
or construe the terms of this agreement, the prevailing party shall be
entitled to the payment of his attorney's fees, whether incurred at trial
or upon appeal, and his costs, by the unsuccessful party.

Dated this 8th day of July, 1976.

Wilson D. Parker
Wilson D. Parker

Vivian B. Parker
Vivian B. Parker

Oscar J. Shadley
Oscar J. Shadley

Marsha A. Shadley
Marsha A. Shadley

STATE OF OREGON,)
County of Klamath) ss.

BE IT REMEMBERED, That on this 8 day of July, 1976,
before me, the undersigned, a Notary Public in and for said County and
State, personally appeared the within named Wilson D. Parker, Vivian B.
Parker, Oscar J. Shadley and Marsha A. Shadley known to me to be the
identical individuals described in and who executed the within instrument
and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed my official seal the
day and year last above written.

Return To:
FFS+L
main Br.

[Signature]
Notary Public for Oregon
My Commission expires 10-13-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO
this 14th day of JULY A.D. 19 76 at 12:17 o'clock P.M., on
duly recorded in Vol. M 76, of DEEDS on Page 10666

Well Agreement
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FEE \$ 9.00

Wm D. MILNE, County Clerk

[Signature]