

WELL AGREEMENT

THIS AGREEMENT is made as of the 14 day of February, 1977,
and is by and between B. M. ANTLE and MARY ANTLE, husband and wife,
referred to herein as "Antle" and JACK LEE SEXTON and NANCY J.
SEXTON, husband and wife, referred to herein as "Sexton:"

WITNESSETH:

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

SW $\frac{1}{4}$ NE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32, Township 39
South, Range 9 East of the Willamette Meridian;
excepting therefrom that portion conveyed to the
United States of America by deed dated May 24,
1932, and recorded June 24, 1932, in Deed Volume
97 at page 489, records of Klamath County, Oregon.

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

A parcel of land in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32,
Township 39 South, Range 9 East of the Willamette
Meridian, being more particularly described as
follows:

Beginning at the Southwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of
Section 32, Township 39 South, Range 9 East of the
Willamette Meridian; thence North along the West
line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 30.0 feet to the North right-
of-way line of the Midland Road which is the true
point of beginning; thence North along the West
line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 348.48 feet; thence East along
a line parallel to the South line of Section 32,
125.0 feet; thence South parallel to the West line
of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, 348.48 feet to the North right-of-
way line of the Midland Road; thence West along the
North right-of-way line, 125.0 feet to the point
of beginning, containing one acre, more or less.

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

1 WHEREAS, the parties are in agreement that Antle shall
2 furnish water to Sexton; and

3 WHEREAS, the parties wish to provide for the cost of mainten-
4 ance, repair, or replacement and operation thereof;

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

6 1. Antle shall furnish such water to Sexton as is the well
7 on their property capable of furnishing upon the terms and conditions
8 herein contained.

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

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

20 4. Sexton hereby agrees to pay to Antle the sum of five (5%)
21 percent of the monthly electrical bill of Antle's as consideration
22 for the operating costs of said well.

23 5. Antle hereby grants unto Sexton as easement over, upon and
24 under the following described real property for the maintenance,
25 repair, or replacement of Sexton's portion of said system and for
26 the existence of said system:

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BEDDOE & HAMILTON
ATTORNEYS AT LAW
206 MAIN STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE (503) 862-4624

1 A strip of land six (6) feet in width, the
2 centerline of which is more particularly des-
3 cribed as follows:

4 A water line easement being six (6) feet wide
5 in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 39 South,
6 Range 9 East of the Willamette Meridian,
7 Klamath County, Oregon, being three (3) feet
8 on either side of the following described
9 centerline: Beginning at the Southwest corner
10 of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 39 South,
11 Range 9 East of the Willamette Meridian, thence
12 North along the West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ 33.0
13 feet; thence East parallel to the South line of
14 Section 32, 125.0 feet to the true point of
15 beginning; thence East parallel to and 33 feet
16 from the South line of Section 32, 330.0 feet;
17 thence North parallel to the West line of the
18 SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, 93.0 feet to an existing
19 well

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

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

Dated this 14 day of February, 1977.

B. M. Antle
B. M. Antle

Mary Antle
Mary Antle

Jack Lee Sexton
Jack Lee Sexton

Nancy J. Sexton
Nancy J. Sexton

2724

1 SUBSCRIBED and sworn to before me this 11 day of February,
2 1977, by B. M. Antle, Mary Antle, Jack Lee Sexton and Nancy J.
3 Sexton.

4 Maryann Cunard
5 Notary Public for Oregon
6 My Commission Expires: 11-20-77

7
8 STATE OF OREGON; COUNTY OF KLAMATH; ss.

9 and for record at request of MOUNTAIN TITLE CO

10 this 15th day of FEBRUARY A. D. 1977 at 2:00 o'clock PM, and

11 duly recorded in Vol. M 77, of DEEDS on Page 2721

12 FEES \$ 12.00

13 Wm D. MILNE, County Clerk
14 Hazel Hazil

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25 Return To:
26 FF84C
MCM

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BEDDOE & HAMILTON
ATTORNEYS AT LAW
298 MAIN STREET
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