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WELL AGREEMENT

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3 THIS AGREEMENT is made as of the 3rd day of October, 1977,
4 and is by and between GERALD C. WOLFF and MARTHA E. WOLFF,
5 husband and wife, referred to herein as "Wolff," and MARLAND
6 VANN and CATHERINE EUTILLA VANN, husband and wife, referred to
7 herein as "Vann:"

8 WITNESSETH:

9 WHEREAS, Vann owns that certain real property situated in
10 Klamath County, Oregon, more particularly described as follows:

11 Lot 17, Block 5, Irish Bend Tract 165,
12 situated in Sections 17, 18 and 20,
13 Township 35, Range 7, East of the Willamette
Meridian.

14 WHEREAS, Wolff owns the following described property situated
15 in Klamath County, Oregon, more particularly described as follows:

16 Lot 18, Block 5, Irish Bend Tract 165,
17 situated in Sections 17, 18 and 20,
Township 35, Range 7, East of the Willamette
Meridian.

18 WHEREAS, the properties are adjacent to each other and situated
19 on Wolff's property is a well.

20 WHEREAS, the parties are in agreement that Wolff and the Wolff
21 property shall furnish domestic water from said well to Vann and
22 the Vann property.

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

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

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BEDDOE & HAMILTON
Attorneys at Law
296 Main Street
Klamath Falls, Oregon 97601
Telephone (503) 882-4624

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1 1. Wolff shall furnish such water to Vann as is the well
2 on their property capable of furnishing upon the terms and
3 conditions herein contained.

4 2. For such portions of said well system which are common
5 to Wolff and Vann the parties shall equally bear the cost of all
6 maintenance, repair, and replacement thereof. Wolff shall have
7 the sole and absolute discretion as to when maintenance, repair,
8 or replacement is necessary and as what items, components, and
9 materials shall be used for maintenance, repair or replacement
10 and the manner in which such maintenance, repair, or replacement
11 shall be performed.

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

15 4. Vann hereby agrees to pay to Wolff the sum of fifty per
16 cent (50%) of the monthly electrical bill of Wolff's as consideration
17 for the operating costs of said well.

18 5. Wolff hereby grants unto Vann as easement over, upon and
19 under the following described real property for the maintenance,
20 repair, or replacement of Vann's portion of said system and for
21 the existence of said system:

22 A strip of land six (6) feet in width
23 constituting the most direct route from
24 the well to the Vann property line.

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

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

6 IN WITNESS WHEREOF, the parties have executed this document
7 on the date above written.

8 Gerald C. Wolff
9 Gerald C. Wolff
10 Martha E. Wolff
11 Martha E. Wolff
12 Marland Vann
13 Marland Vann
14 Catherine Estilla Vann
15 Catherine Estilla Vann

15 SUBSCRIBED and sworn to before me by Gerald C. Wolff and
16 Martha E. Wolff on this 3rd day of October, 1977.

17 Patty Wiley
18 Notary Public for Oregon
19 My Commission Expires: 6-9-80

20 SUBSCRIBED and sworn to before me by Marland Vann and Catherine
21 Estilla Vann on this 3rd day of October, 1977.

22 Patty Wiley
23 Notary Public for Oregon
24 My Commission Expires: 6-9-80

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26 Return to:
Martha E. Wolff
St Rt Box 77-A
Chiloquin, Or 97624

BEDDOE & HAMILTON
Attorneys at Law
296 Main Street
Klamath Falls, Oregon 97601
Telephone (503) 862-4624

STATE OF OREGON, COUNTY OF KLAMATH; ss.
I hereby certify that the within instrument was received and filed for record on the 7th day of
NOVEMBER A.D., 19 77 at 2:24 o'clock P. M., and duly recorded in Vol. M77
of DEEDS on Page 2115.

FEE \$ 9.00

WM. D. MILNE, County Clerk
By Bernard J. Letcher Deputy

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Attest: