

39621

WELL AGREEMENT

THIS AGREEMENT, Made and entered into this 14th day of October, 1977, by and between LYNN EDWARDS and NANCY EDWARDS, husband and wife, and VINCE PEDRO and NANCY PEDRO, husband and wife.

R E C I T A L S:

A. LYNN EDWARDS and NANCY EDWARDS are the owners of the following described real property, to-wit:

The S $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 19, Township 38 South, Range 11 East, of the Willamette Meridian, Klamath County, Oregon.

B. VINCE PEDRO and NANCY PEDRO are the owners of the following described real property, to-wit:

S $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ and S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, all in Section 19, Township 38 South, Range 11 East, of the Willamette Meridian, Klamath County, Oregon.

C. There is a well, which is located on the property of VINCE PEDRO and NANCY PEDRO, which well is approximately 650 feet West of the East line of Section 19 Township 38 South Range 11 EWM and approximately 20 feet South of the South line of the N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ in Section 19 Township 38 South Range 11 EWM.

D. The parties hereto desire to reach an agreement for the joint use and maintenance of the said well.

W I T N E S S E T H:

NOW, THEREFORE, the parties hereto agree as follows:

1. That each party hereto shall have the joint use of said well.
2. The separate pump used for irrigation purposes by LYNN EDWARDS is owned by him solely and no cost for maintaining this pump is to be shared by VINCE PEDRO.
3. The electricity bill, while the EDWARDS' property is being irrigated, shall be paid by the EDWARDS, with VINCE PEDRO paying a monthly charge based on an average of the first five months of the year and divided by one-half ($\frac{1}{2}$).

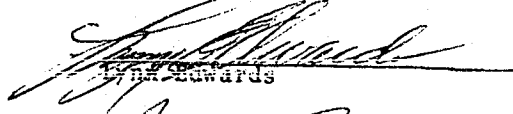
4. Maintenance of the pump and well for domestic purposes are to be shared equally by both parties, except as set forth above.

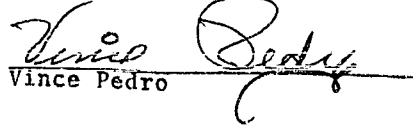
5. In the event that either party refuses to pay his share of the maintenance, upkeep, repair and cost of operation of said well as set forth above, then the other party may bring suit for said expenses and receive, in addition to said damages, a reasonable sum as attorney's fees.

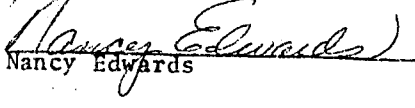
6. Neither party shall in any way, damage said well or pump without being liable for the damage, plus reasonable attorney's fees in the event suit is instituted to collect said damages.

7. This agreement shall continue until resolved by both parties, in writing, and filed with the Klamath County Clerk. This agreement shall run with the land and bind the heirs, assigns and successors in interest to the parties hereto who own the above mentioned real property, or any portion thereof.

IN WITNESS WHEREOF, the parties set their hands the day and year first hereinabove written.


Lynn Edwards


Vince Pedro


Nancy Edwards


Nancy Pedro

STATE OF OREGON)
) ss.
County of Klamath)

~~October~~ November Personally appeared before me on the 28th day of October, 1977, the above named LYNN EDWARDS and NANCY EDWARDS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



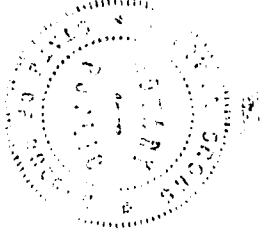

Notary Public for Oregon

My Commission Expires: 7-21-81

23041

STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me on the 14th day of
October, 1977, the above named VINCE PEDRO and NANCY PEDRO,
husband and wife, and acknowledged the foregoing instrument to
be their voluntary act and deed.



Martha L. Loh
Notary Public for Oregon

My Commission Expires: 7-21-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~XXXXXXXXXXXXXXXXXXXX~~

this 28th day of NOVEMBER A. D. 1977 at 3:37 o'clock P.M., and

fully recorded in Vol. M77, of DEEDS on Page 23039

FEE \$ 9.00

Wm D. MILNE, County Clerk

By Bernard L. Loh

Ta - m