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MTC 7102

WELL AGREEMENT

AGREEMENT, November 3, 1978, between RAY K. CODDINGTON and SHIRLEY JEAN CODDINGTON, husband and wife, First Parties; DOUGLAS CODDINGTON, Second Party; and DENNIS L. CRAIN and JUDY C. CRAIN, husband and wife, Third Parties,

W I T N E S S E T H:

First Parties are the owners of the following-described real property:

A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, all in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at a point on the South line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22, said point being North 89°36'09" West 494.59 feet from the West 1/16 corner common to said Sections 22 and 27; thence North 89°36'09" West along the said South line, 190.00 feet; thence North 05°29'19" East 228.47 feet; thence North 73°00'00" East 150.00 feet; thence South 17°00'00" East 100.00 feet; thence along the arc of a curve to the right (radius is 170.00 feet and the central angle is 28°47'47") 85.44 feet; thence along the arc of a curve to the left (radius is 230 feet and central angle is 44°09'56") 177.29 feet; thence North 32°22'09" West 92.00 feet to the point of beginning, ALSO a 15 foot strip of land measured at right angles Easterly from the following-described line: Beginning at a point on the South line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22, said point being North 89°36'09" West 476.41 feet from the West 1/16 corner common to said Sections 22 and 27; thence along the arc of a curve to the left (radius point bears North 78°34'43" East 230.00 feet and central angle is 20°56'52") 84.09 feet; thence South 32°22'09" East 626.25 feet, more or less, to the Westerly right of way line of the Old Fort Road, with bearings based on solar observation.

Second Party is the purchaser of the following-described real property:

PARCEL 1: A tract of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at a point North 00°29'45" East 80.00 feet and North 89°30'15" West 326.18 feet from the West 1/16 corner on the South line of said Section 22; thence North 89°30'15" West 92.00 feet; thence on the arc of a curve to the left (radius point bears South 78°12'13" East 170.00 feet and central angle = 16°51'06") 50.00 feet; thence North 62°43'34" East 106.79 feet to the point of beginning, with bearings based on solar observation.

PARCEL 2: A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, all in Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at the West 1/16 corner common to said Sections 22 and 27; thence North 00°29'45" East 80.00 feet; thence North 89°30'15" West 195.59 feet; thence North 39°31'00" West 62.26 feet to the true point of beginning of this description; thence North 17°00'00" West 280.19 feet; thence South 73°00'00" West 160.00

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1 feet; thence South 17°00'00" East 160.00 feet; thence along the arc of a curve
 2 to the right (radius is 230.00 feet and central angle is 28°47'47") 115.60 feet;
 3 thence along the arc of a curve to the left (radius is 170.00 feet and central
 4 angle is 16°51'06") 50.00 feet; thence North 62°43'34" East 209.11 feet to the
 5 true point of beginning, ALSO beginning at the West 1/16 corner common to said
 6 Sections 22 and 27; thence North 00°29'45" East 80.00 feet; thence North 89°30'
 7 15" West 19.59 feet; thence North 39°31'00" West 62.26 feet; thence North 17°
 8 00'00" West 280.19 feet; thence South 73°00'00" West 160.00 feet to the true
 9 point of beginning of this description, being a 15 foot strip of land measured
 10 at right angles Westerly from the following-described line: Thence South 17°00'
 11 00" East 160.00 feet; thence along the arc of a curve to the right (radius is
 12 230.00 feet and central angle is 28°47'47") 115.60 feet; thence along the arc
 13 of a curve to the left (radius is 170.00 feet and central angle is 44°09'56")
 14 131.04 feet; thence South 32°22'09" East 495 feet, more or less, to the Westerly
 15 right of way line of Old Fort Road, with bearing based on solar observation.

16 EXCEPTING THEREFROM THE FOLLOWING: A tract of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of
 17 Section 22, Township 38 South, Range 9 East of the Willamette Meridian, Klamath
 18 County, Oregon, more particularly described as follows:
 19 Beginning at a point North 00°29'45" East 80.00 feet and North 89°30'15" West
 20 326.18 feet from the West 1/16 corner on the South line of said Section 22;
 21 thence North 89°30'15" West 92.00 feet; thence on the arc of a curve to the
 22 left (radius point bears South 78°12'13" East 170.00 feet and central angle =
 23 16°51'06") 50.00 feet; thence North 62°43'34" East 106.79 feet to the point of
 24 beginning, with bearings based on solar observation.

25 Third Parties are the purchasers of the following-described real property:

26 A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27 and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
 27 22 all in Township 38 South, Range 9, East of the Willamette Meridian, Klamath
 28 County, Oregon, more particularly described as follows:
 29 Beginning at the West 1/16 corner common to said Sections 22 and 27; thence
 30 North 00°29'45" East, along the East line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22,
 31 80.00 feet; thence North 89°30'15" West 418.18 feet to a point; thence along
 32 the arc of a curve to the left (radius point bears South 78°12'13" East, radius
 33 = 170.00 feet and the central angle = 44°09'56") 131.04 feet; thence South 32°
 34 22'09" East 482.52 feet, more or less, to the Westerly right of way line of Old
 35 Fort Road; thence North 16°51'50" East 469.91 feet, to the point of beginning,
 36 containing 2.96 acres, more or less, with bearings based on a solar observation.
 37 EXCEPTING THEREFROM: A tract of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 27, Town-
 38 ship 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon,
 39 more particularly described as follows: Beginning at the Northeast corner of
 40 said NW $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 57°37'51" West 340.89 feet; thence South 32°22'09"
 41 East 293.91 feet, more or less, to the Westerly right-of-way line of Old Fort
 42 Road; thence North 16°51'50" East 450.10 feet to the point of beginning, con-
 43 taining 1.15 acres, more or less, with bearings based on a solar observation.
 44 Saving and Excepting any portion lying within the right-of-way of Old Fort Road.

45 First Parties have upon their property a well which the parties wish to

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allow Second Party and Third Parties to use as a source of geothermal heat and domestic and irrigation water supply.

The parties wish to enter into an agreement for the operation, maintenance and repair of said well.

NOW, THEREFORE, in consideration of the premises, the parties covenant and agree to and with each other as follows:

(1) Each of the parties shall be solely responsible for the maintenance, repair and replacement of the water lines from the pump to their own premises, but the cost of all future maintenance, replacements and improvements, and electricity for the pump and of the well and casing shall be borne equally by the parties and their heirs and assigns.

(2) First Parties grant to Second Party and Third Parties, their heirs, grantees and assigns, for the benefit of Second Party's and Third Parties' said property, perpetual right and easement in and to said water well and of ingress and egress upon said property of First Parties for the purpose of replacing the pipes from the pump to the Second Party's and Third Parties' premises which services Second Party's and Third Parties' property.

(3) It is mutually covenanted and agreed by all of the parties hereto on behalf of themselves, their heirs, grantees and assigns, that in the event any owner of any of said parcels of land shall at any time hereinafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of same, that the Court may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorney's fees therein, in addition to the usual costs and disbursements provided by law.

(4) This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first herein written.

Ray K. Coddington
Ray K. Coddington

Douglas Coddington
Douglas Coddington
Second Party

Shirley Jean Coddington
Shirley Jean Coddington
First Parties

Dennis L. Crain
Dennis L. Crain

Judy C. Crain
Judy C. Crain
Third Parties

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1 STATE OF OREGON)
2 County of Klamath) SS

3 On this 14th day of November, 1978, personally appeared the above-named
4 Ray K. Coddington and Shirley Jean Coddington, husband and wife, and acknowledged
5 the foregoing instrument to be their voluntary act and deed. Before me:

6 PUBLIC
(SEAL)

Judy Blubaugh
Notary Public for Oregon

7 My Commission Expires: 8-23-81

9 STATE OF OREGON)
10 County of Klamath) SS

11 On this 14th day of November, 1978, personally appeared the above-named
12 Douglas Coddington and acknowledged the foregoing instrument to be his voluntary
13 act and deed. Before me:

14 PUBLIC
(SEAL)

Judy Blubaugh
Notary Public for Oregon

15 My Commission Expires: 8-23-81

17 STATE OF OREGON)
18 County of Klamath) SS

19 On this 14th day of November, 1978, personally appeared the above-named
20 Dennis L. Crain and Judy C. Crain, husband and wife, and acknowledged the fore-
21 going instrument to be their voluntary act and deed. Before me:

22 PUBLIC
(SEAL)

Judy Blubaugh
Notary Public for Oregon

23 My Commission Expires: 8-23-81

24 Return to MTC

25 STATE OF OREGON; COUNTY OF KLAMATH; ss.
26 for record at request of Mountain Title Co.
15th day of November A. D. 1978. at 9:30'clock A.M. on
recorded in Vol. M78 of Deeds on Page 25719
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LAW OFFICES
CRANE & BAILEY
845 MAIN STREET
KLAMATH FALLS, OR 97601
(503) 864-1721

W. D. MILNE, County Clerk
Berntha Schelsch
Fee \$12.00