

THIS AGREEMENT, made this 4th day of June, 1980, by and between GARY S. CREESE and JO ANNE CREESE, husband and wife, First Parties, and ROBERT E. LANE, Second Party,

## W I T N E S S E T H:

THAT WHEREAS, First Parties own the following-described real property in Klamath County, Oregon, to-wit:

S $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 12, Township 40 South, Range 7,  
East of the Willamette Meridian;

and

WHEREAS, Second Party owns the following-described real property in Klamath County, Oregon, to-wit:

N $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 12, Township 40 South, Range 7,  
East of the Willamette Meridian;

and

WHEREAS, said two parcels of property are contiguous; and

WHEREAS, the parties have drilled a domestic water well as nearly as possible to the boundary line between their two parcels of property, approximately 150 feet West of Granada Lane, for the benefit of each of said parcels and wish to enter into an agreement for the ownership and the future operation, maintenance and repair of the well;

NOW THEREFORE, in consideration of the premises, the parties covenant and agree by and between themselves as follows:

## 1.

Each of the parties shall be solely responsible for the maintenance, repair and replacement or alteration of the pipes or equipment located on their property between the well and their residence, but the cost of all future maintenance, repair, replacement and improvement of the well and the casing shall be borne equally by the parties in the following manner: First Parties shall pay all costs of repairs and maintenance, and Second Party shall reimburse First Parties for one-half of the cost of maintenance or repair within 60 days.

## 2.

The cost of electricity for the pump shall be borne equally by the parties in the following manner: First Parties shall pay for all electricity needed to run the well, and Second Party shall reimburse First Parties for one-half the

1 cost of the electricity within 30 days.

2 3.

3 First Parties do hereby give and grant unto Second Party, his heirs, grantees  
4 and assigns, for the benefit of Second Party's said property, the perpetual  
5 right and easement in and to said domestic water well and of ingress and egress  
6 upon said property of First Parties for the purpose of installing, maintaining  
7 and repairing said well which services Second Party's property, and Second Party  
8 does hereby give and grant unto First Parties, their heirs, grantees and assigns,  
9 for the benefit of First Parties' said property, a like perpetual right and ease-  
10 ment in and to said domestic water well and of ingress and egress upon said prop-  
11 erty of Second Party for the purpose of installing, maintaining and repairing  
12 said well which services First Parties' property.

13 4.

14 In the event that either party subsequently divides his property such as to  
15 increase the number of owners, occupants or residences, there shall be no addi-  
16 tional burden placed upon the well without prior written consent of the other  
17 party.

18 5.

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

27 6.

28 This agreement shall bind and inure to each of said parcels of land and be  
29 appurtenant thereto and run therewith.

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

32

1975  
This agreement supercedes any and all previous well agreements between these parties and only the terms and conditions contained herein shall run with the property.

GSC  
JC

Gary S. Creese  
Gary S. Creese  
Jo Anne Creese  
Jo Anne Creese  
Robert E. Lane  
Robert E. Lane  
First Parties  
Second Party

7 STATE OF OREGON )  
8 ) SS  
9 County of Klamath )

10 On this 24th day of June, 1980, personally appeared the within-named Gary S. Creese and Jo Anne Creese, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

11 Before me:

Notary Public for Oregon

12 (SEAL)  
13 My Commission Expires: 2/11/81  
14  
15

16 STATE OF OREGON )  
17 ) SS  
18 County of Klamath )

19 On this 24th day of June, 1980, personally appeared the within-named Robert E. Lane, and acknowledged the foregoing instrument to be his voluntary act and deed.

20 Before me:

Notary Public for Oregon

21 (SEAL)  
22 My Commission Expires: 2/14/81  
23  
24

25 STATE OF OREGON; COUNTY OF KLAMATH; ss

26 Filed for record at request of Transamerica Title Co.

27 this 9th day of June A. D. 19 80 at 4:42 o'clock P.M. on

28 duly recorded in Vol. M80, of Deeds on Page 10573

29 Return to:  
30 TA - Julie

31 Fee \$10.50

32 Wm D. MILNE, County Clerk  
By: [Signature]

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