

17597

WELL AGREEMENT

Vol. MSV Page 16066

Owner:

DAVID H. WIRTZ  
BETTY JO WIRTZ

User:

DAVID M. WIRTZ  
DEBORAH D. WIRTZ

RECITALS

1. Owner owns a domestic well on real property described as:

Beginning at the Southwesterly corner of Lot 1, Block 4, Chemult; thence Southwesterly along the North line of 3rd Street extended of Chemult 160 feet more or less to the West line of said NW1/4 SW1/4; thence South on West line of said NW1/4 SW1/4 to its intersection with the South line of said 3rd Street, extended; thence Northeasterly along South line of said 3rd Street extended 195 feet more or less to the Northwest corner of Lot 6, Block 5, Chemult; thence Northwesterly along the West line of said Block 5 extended 80 feet more or less to the point of beginning.

2. User is the owner of the following described property:

That portion of the NW1/4 SW1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the NW corner of said NW1/4 SW1/4 of said Section 21, Township 27 South, Range 8 East of the Willamette Meridian, thence Southerly along the West line of said NW1/4 SW1/4, 412 feet; thence Easterly 150 feet to the SW corner of Block 4, of the Town of Chemult, according to the official plat thereof on file in the County Clerk of Klamath County, Oregon, thence Northwesterly along the Westerly line of said Block 4, a distance of 379 feet to the Northerly

line of said NW1/4 SW1/4, thence Westerly  
13.6 feet to the point of beginning.

3. There is on Owners' tract of land a well, pumping equipment, pumphouse and storage tank.

A G R E E M E N T

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. As of the date of this Agreement each parcel of property described above shall be entitled to one-half interest in the well, pump, pumping equipment, pumphouse and storage tank located on Owners' property, and have the right to take one-half the water from the well.

2. User is hereby granted an easement to take water, store and conduct through and across the land of Owner, maintain and operate the well, pump, pumping equipment, pumphouse, storage tank and distribution lines.

3. User shall bear one-half of all expenses incurred in the operation of the well, pump, pumphouse, etc. and one-half of the expenses connected with the maintenance.

4. All utilities, personal property taxes, real property taxes on the well, pumping equipment and pumphouse shall be paid one-half by Owner and one-half by User.

5. Owner and User shall be responsible in maintaining at their own expense the individual pipeline from the well or storage tank to their place of use.

6. This Agreement shall remain in effect until such time as

the parcels of land may be provided with domestic water through individual wells or the source is approved by the State of Oregon, Department of Veteran's Affairs.

7. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party or parties shall be entitled to recover from the other party or parties such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

8. This Agreement shall be binding on the heirs and assigns of both parties.

DATED this 24<sup>th</sup> day of November, 1982.

OWNERS

David H. Wirtz  
DAVID H. WIRTZ

Betty Jo Wirtz  
BETTY JO WIRTZ

USERS

David M. Wirtz  
DAVID M. WIRTZ

Deborah D. Wirtz  
DEBORAH D. WIRTZ

STATE OF OREGON           )  
                                  : ss.  
County of Deschutes    )

November 24, 1982

Personally appeared the above named DAVID H. WIRTZ and BETTY JO WIRTZ, and acknowledged the foregoing to be their voluntary act. Before me:

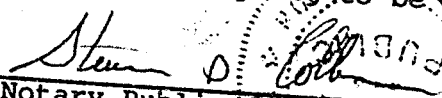
Steve D. Gold  
Notary Public for Oregon  
My Commission Expires: 4/30/85

STATE OF OREGON )  
County of Deschutes ) ss.

16069

November 24, 1982

Personally appeared before me the above named DAVID M. WIRTZ and DEBORAH D. WIRTZ, and acknowledged the foregoing to be their voluntary act. Before me:

  
Notary Public for Oregon

My Commission Expires: 4/30/83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 29 day of Nov A.D. 19 82 at 3:35 o'clock PM, and  
duly recorded in Vol. M82, of Deeds on page 16066

Fee \$16.00

EVELYN BIEHN, County Clerk

By 