

## DOMESTIC WATER WELL AND SEPTIC AGREEMENT

THIS AGREEMENT made this 11th day of October, 1983 between RICHARD P. NORDEL and BILLYE JEAN NORDEL, husband and wife, and ANNA BABE NORDEL, regarding:

## DESCRIPTION

The Westerly portion of Lot 5, Block 4, Pine Grove Ponderosa, 1st Addition, Klamath County, State of Oregon and The Easterly 97 feet of Lot 5, Block 4, Pine Grove Ponderosa, 1st Addition, Klamath County, State of Oregon:

## WITNESSETH

Whereas, the parties desire to locate a domestic water well and septic tank for the joint use of the above listed parties to provide for domestic water and septic service to the respective two lots without priority among each other.

Now therefore, it is mutually agreed as follows:

A) Richard P. Nordell and Billye Jean Nordel, husband and wife, grant to the parties hereto:

1. The right to drill, install, use and maintain a domestic water well and septic tank of minimum 1000 gallon capacity and further to install the necessary well accessories, pump and leach lines for said septic system.

2. An easement for a well pad of adequate dimensions and ingress and egress thereto to construct and maintain said well and septic system.

3. An undivided interest in said well and septic system on the dominant estate for the purpose of providing joint domestic water and septic service to the servant and dominant estate.

B) The parties hereby grant each other necessary easements across their premises for the construction and maintenance of a distribution system to and from the well-head and septic system to the respective premises, together with the right of ingress and egress to construct and maintain the same, conditioned upon restoring the premises to its original condition.

C) The parties hereto will share ~~equally~~ 40%/60% in:

1. Costs of construction, maintaining and operating the water well including casing, drilling, pump and necessary accessories.

2. Constructing and maintaining the respective distribution system from the well-head and septic system to the dwellings on the respective premises.

D) Each party shall be responsible for converting, installing and maintaining the plumbing within their respective dwellings.

E) Withdrawal of the rights and obligations of the respective premises or the inclusion of additional

premises shall be effective only upon written consent of all parties to this Agreement and upon such terms that are mutually agreeable.

F) The monthly service fee for electricity to power the well pump shall be assessed at the rate of 40 % of monthly electrical bill incurred by the dominant estate. Said bills shall be paid on monthly basis upon receipt by the servient estate of a written statement of said charges. (Charges to be calculated as per monthly sub meter reading.)

G) The owner of the dominant estate shall have the right to determine what equipment and/or accessories shall be used as replacement parts and when maintenance and/or service shall be performed on the well and/or septic system equipment and/or accessories. Maintenance shall be performed on a regular basis or as needed according to the requirements of said equipment and/or services. The owner of the servient estate shall have the right to proof said maintenance and/or services performed and if it is needed shall have the right to perform same. Both parties will share equally in the costs and/or replacement of parts necessary to the functioning of the well and septic system.

H) This agreement shall run with the land and be binding upon the heirs, successors and assigns of the parties hereto.

I) In case suit or action is instituted to enforce this agreement or any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

*Richard P. Nordel*  
RICHARD P. NORDEL

*Billye Jeanne Nordel* as her att.  
BILLYE JEANNE NORDEL  
*Jeanne* infant.

STATE OF OREGON )  
County of Klamath ) ss.

*Def. 11*, 1983

Personally appeared the above-named Richard P. Nordel FOR HIMSELF AND AS POWER OF ATTORNEY FOR BILLYE JEANNE NORDEL AND ACKNOWLEDGED THE FOREGOING instrument to be his voluntary act.

*Dorinda L. Kuntz*  
NOTARY PUBLIC for Oregon  
My Commission expires:

*Sept 5, 1984*

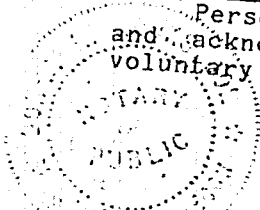
Anna Babe Nordel  
ANNA BABE NORDEL

18703

STATE OF OREGON )  
County of Klamath ) ss.

Oct. 11, 1983

Personally appeared the above-named Anna Babe Nordel and acknowledged the foregoing instrument to be her voluntary act.



Donna S. Rookstool  
NOTARY PUBLIC for Oregon  
My Commission expires:

After recording return to:

Sept. 5, 1984

Richard P. Nordel  
Billye Jean Nordel  
On Mountain Title Co.

STATE OF OREGON )  
County of Klamath ) ss.

for  
recorder's  
use

I certify that the within instrument was received for record on the 28th day of October, 1983, at 4:20 o'clock P.M., and recorded in book/reel/volume No. M83 on page 18701 or as document/fee/file/ instrument/microfilm No. 30028 Record of Deeds of said county.

Evelyn Biehn. County Clerk  
Name Title

By R. P. Nordel

Fee: \$12.00