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WELL AGREEMENT

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THIS AGREEMENT, made this 15th day of May, 1983, by and between CHESTER WILSON TRUST And WILSON FAMILY TRUST, with CHESTER WILSON acting for them as party of the first part, and THEODORE O. STANKE and JEANNINE R. STANKE, Husband and wife, hereinafter called party of the second part;

W I T N E S S E T H :

WHEREAS, First Party owns a geothermal hot water well located on real property at 309 East Main Street, Klamath Falls, Oregon, and Second Party owns real property known as 2123 Oak Street, Klamath Falls, Oregon, which is located across the alley from each other;

NOW, THEREFORE, it is hereby mutually agreed by and between the parties in consideration of the mutual promises hereinafter contained that First Party agrees to allow Second Party to pump water from the top of his hot water well in exchange for Second Party agreeing to maintain the pump and hot water lines running from the well to Second Party's property and it being further agreed that Second Party will pay all expense to maintain said pump and lines and First Party will pay any expense incurred for any future casing of the well required or other well maintenance. First Party also agrees that the Second Party will install an extra pump at the well-head, in the pump house. This pump will be an extra or spare pump to insure that at all times the cold water will be pumped out of the top of the well. Second Party agrees to continue payment of the electricity for operating said pumps.

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IT IS FURTHER UNDERSTOOD AND AGREED that each of these parties does hereby grant unto the other perpetual easement forever to the ground under which the supply line runs from the well on First Party's property into Second Party's home and agree that both parties shall have access upon the premises together to carry out the obligations created by this agreement in preparing the lines from the well. This easement shall run with the land and shall be binding upon the heirs, successors and assigns of these parties as shall the terms of this agreement as to future use of the well.

In the event it becomes necessary to institute legal action to enforce any of the terms of this agreement, the prevailing party may recover from the losing party, attorney's fees and court costs including any incurred in the prosecution of said case before an appellate court.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto on the date first above written.

CHESTER WILSON TRUST and
WILSON FAMILY TRUST

BY: Chester Wilson Trustee
Chester Wilson

BY: Adeline Wilson Trustee
(Adeline Wilson)
First Party

RETURN TO:
TA - MARLENE

Theodore O. Stanke
Theodore O. Stanke

Jeannine R. Stanke
Jeannine R. Stanke
Second Party

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STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 7th day of December A.D., 19 83 at 3:58 o'clock P M, and duly recorded in Vol M83, of Deeds on page 20931.

Fee \$ 8.00

EVELYN BIEHN, COUNTY CLERK
by Pam Smith deputy

