

WELL AGREEMENT

THIS AGREEMENT made this 16TH day of July, 1984, by and between JOSEPH T. RIKER, hereinafter referred to as Riker, and FEDERAL LAND BANK ASSOCIATION OF KLAMATH FALLS, hereinafter referred to as Land Bank,

W I T N E S S E T H:

WHEREAS, Riker owns real property described in Exhibit "A" attached hereto and Land Bank owns real property described in Exhibit "B" attached hereto; and

WHEREAS, Land Bank is receiving water from the well located on said Riker property;

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. Riker shall continue to provide water from said well to the property line, said water delivery system already existing.
2. Water used by Land Bank shall be limited to use in the business office located on the property described in Exhibit "B" and employing approximately four people.
3. Land Bank shall be responsible for maintenance of water delivery lines on the property owned by Land Bank and Riker shall be responsible for maintenance of water delivery lines, pump, and well located on property owned by Riker.
4. Land Bank shall pay to Riker \$7.50 per month; however, in the event that electricity rates are increased for the electricity charge for the well pump, then said monthly charge may be increased by Riker by giving notice of the percentage of increase of the electricity rate and the monthly rate shall be raised by the same percentage.
5. In the event that Land Bank wishes to use the water for other purposes than the above-described business office with approximately four employees, then the monthly water charge shall be increased according to agreement by the parties. If the parties cannot agree to the monthly charge, then the monthly charge shall be determined by arbitration. Each party shall appoint an arbitrator and those two so appointed shall name a third person and the three persons shall establish the monthly water charge and other terms for the well usage. Arbitration costs shall be borne by the parties equally.
6. It is understood by the parties that watering of plants and irrigation of lawn shall not be done by said well water by Land Bank.

7. This agreement may be terminated by either party by first delivering written notice 30 days in advance of the termination date. However, the party so terminating will be responsible to arrange and pay the expenses of connecting said business building to an alternate water source such as the municipal water system.

8. This agreement shall run with the land and shall be binding upon the heirs, successors and assigns hereto.

9. In the event of any litigation arising to enforce any of the terms of this agreement, the party prevailing in such litigation or any appeal therefrom, shall be entitled to any attorney fees and costs as provided by law.

Joseph T. Riker

FEDERAL LAND BANK ASSOCIATION OF
KLAMATH FALLS

By Mike L. Bell Man.

STATE OF OREGON)
 : ss.
County of Klamath)

July 16, 1984,

Personally appeared the above-named JOSEPH T. RIKER, who acknowledged to me that the above instrument was his voluntary act and deed.

Susan C. Cuel
Notary Public for Oregon

My Commission expires: 6-21-88

STATE OF OREGON)
 : ss.
County of Klamath)

July 16, 1984,

Personally appeared MIKE L. BELL, who being first duly sworn, did say that he is the manager of FEDERAL LAND BANK ASSOCIATION OF KLAMATH FALLS, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and said MIKE L. BELL acknowledged said instrument to be its voluntary act and deed.

Susan C. Cuel
Notary Public for Oregon

My Commission expires: 6-21-88

Return to:
PROCTOR, PUCKETT & FAIRCLO
ATTORNEYS AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

EXHIBIT "A"

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at an iron pin which lies North 0 51' West along the 40 foot line a distance of 462.3 feet and North 89 06' East a distance of 262.2 feet and South 46 09' East a distance of 198.4 feet from the iron axle which marks the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1, and running thence; continuing South 46 09' East a distance of 230 feet to an iron pin; thence North 43 51' East a distance of 384 feet to an iron pin which lies on the Southerly right of way line of the Klamath Falls-Lakeview Highway 30 feet at right angles from its center; thence North 46 09' West following the Southerly right of way line of the above mentioned highway a distance of 230 feet to an iron pin; thence South 43 51' West a distance of 384 feet more or less to the point of beginning.

LESS and except that portion deeded to the State of Oregon, by through its Department of transportation, Highway Division in Deed Volume M-73 at page 15370.

LESS and except the following portion:

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of Deed Volume 235 at page 198 of the Klamath County Deed Records, said point being North 00° 51' West 462.3 feet, North 89° 06' East 262.2 feet and South 46° 09' East 198.4 feet from the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1; thence North 43° 51' 00" East 150.00 feet to the true point of beginning of this description; thence continuing North 43° 51' 00" East 219.90 feet to a 3/4 inch iron pin on the Southerly right of way line of South Sixth Street (State Highway 140); thence along said right of way line, South 46° 04' 40" East 106.00 feet; thence South 43° 51' 00" West 220.02 feet; thence North 46° 00' 37" West 106.00 feet to the true point of beginning, with bearings based on Survey No. 1855 as recorded in the office of the Klamath County Surveyor.

EXHIBIT "B"

DESCRIPTION

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of Deed Volume 235 at page 198 of the Klamath County Deed Records, said point being North 00° 51' West 462.3 feet, North 89° 06' East 262.2 feet and South 46° 09' East 198.4 feet from the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1; thence North 43° 51' 00" East 150.00 feet to the true point of beginning of this description; thence continuing North 43° 51' 00" East 219.90 feet to a 3/4 inch iron pin on the Southerly right of way line of South Sixth Street (State Highway 140); thence along said right of way line, South 46° 04' 40" East 106.00 feet; thence South 43° 51' 00" West 220.02 feet; thence North 46° 00' 37" West 106.00 feet to the true point of beginning, with bearings based on Survey No. 1855 as recorded in the office of the Klamath County Surveyor.

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 17 day of July A.D. 19 84
 at 11:32 o'clock A M, and duly
 recorded in Vol. M84 of Deeds
 Page 12008

EVELYN BIEHN, County Clerk

By [Signature] DeputyFee 16.00