

48099

RECITALS:

WELL AGREEMENT

Vol. M85 Page 5960

This Agreement is made on the 23rd day of April, 1985, by and between VIOLET and MARTIN MONTI as owners of Lot 19, Block 26, FOURTH ADDITION TO KLAMATH RIVER ACRES, Klamath County, Oregon; MARTIN I. and JANET MONTI as owners of Lot 20, Block 26, FOURTH ADDITION TO KLAMATH RIVER ACRES, Klamath County, Oregon; and JAMES and DEBRA MONTI as owners of Lot 7, Block 25, FOURTH ADDITION TO KLAMATH RIVER ACRES, Klamath County, Oregon, VIOLET and MARTIN MONTI being the parents of JAMES and MARTIN I. MONTI, and MARTIN I. and JANET MONTI owning the real property on which a well servicing all three of the above-described lots is located, and the parties hereto desiring to define the interests in the responsibilities for said well;

PROMISES:

Now, therefore, the parties hereby agree as follows:

1. The well located on Lot 20 shall utilize a separate meter for consumption of electrical current or other power source, and the owners of each above-described lots shall pay one-third of said power requirement.
2. The owners of each lot shall be entitled to water from said well for the purpose of residential family usage, and it is agreed the well which presently delivers approximately 25 gallons per minute shall be used as a standard for determining the percentage of usage allocated to each lot.
3. It is agreed the owners of each lot shall receive a right to water usage as well as a right to easement as necessary for maintenance of pipelines as presently in existence from said well across Lot 20 to the particular location where such pipelines exit Lot 20 and enter Lot 19 or Lot 7 as appropriate. Said lines for the benefit of Lots 19 and 7 shall be maintained by the particular owners whose benefit is served by this easement, and said lines shall be maintained in their present size and location as reasonably as possible.
4. The owners of each lot shall share in the expenses of repair and maintenance of said well and pump such that one-third of said expenses are to be satisfied by each lot.
5. The owners of Lot 19 and Lot 7 shall share with the owners of Lot 20, one-third to be paid by each lot owner, the taxes allocatable to the well as an improvement on Lot 20. It is the parties understanding that presently through the Klamath County Assessor's Office said well improvement as an assessment of \$8,500.00. The parties hereto agree that such assessment as a ratio of the entire assessment of the Lot and improvements shall

WELL AGREEMENT -1-

85 APR 24 PM 4 02

24  
9:00

be the percentage used to determine that portion of the taxes allocatable to the well. Each one-third share shall be paid as claimed to be due by the Klamath County Tax Assessor and upon demand of the owners of Lot 20. In the event any party desires to contest the assessment of the well through the Klamath County Board of Equalization, such party shall bear the burden of expenses of such contest unless otherwise agreed in writing.

6. The interest in said well as described herein shall be transferable such that a sale of Lot 19 or Lot 7 shall carry with it the rights hereunder to water, and the sale of Lot 20 shall be burdened by said rights but also benefit by the duties herein of shared liability and responsibility.

7. The consideration being paid for the easement and water rights described herein is the love and affection of VIOLET and MARTIN MONTI for their sons JAMES and MARTIN I. MONTI.

8. All parties agree to not unnecessarily waste or dissipate water from the well although it is anticipated that water may be used to irrigate lawns, landscaping and gardens.

9. This agreement may be modified only in writing executed by the owners of all three lots. The agreement is binding upon and shall inure to the benefit of the parties hereto, their executors, assigns and heirs.

10. In the event any suit or action is brought to enforce the terms of this agreement, the prevailing party or parties therein shall be entitled to recover reasonable attorney's fees and costs, whether on trial or appeal.

IN WITNESS WHEREOF, the parties above named place their signatures hereto on the date first written above.

[Signature]  
JAMES MONTI

[Signature]  
MARTIN MONTI

[Signature]  
MARTIN I. MONTI

STATE OF OREGON )

County of Klamath )

ss.

[Signature]  
DEBRA MONTI

[Signature]  
VIOLET MONTI

[Signature]  
JANET MONTI

AFTER READING  
RETURN TO:  
Leslie Klein, Attorney  
426 Main  
Klamath Falls, OR  
97601

On the 23<sup>rd</sup> day of April, 1985, the above-named parties, James and Debra Monti; Martin and Violet Monti, and Martin I. and Janet Monti; appeared personally before me and acknowledged the foregoing document to be their voluntarily act and deed.

TAMMY R. ARP  
Notary Public for Oregon  
My Commission Expires 2/28/86

[Signature]  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/4/86

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for record on the 24th day of April, A.D., 1985 at 4:02 o'clock P M, and duly recorded in Vol M85, of Deeds on page 5960

Fee: \$ 9.00

EVELYN BIEHN, COUNTY CLERK  
by: [Signature], Deputy