

48726

Aspen # M-28583

WELL AGREEMENT

Vol. 1485 Page 7119

THIS AGREEMENT, made and entered into this 15 day of August, 1972, by and between MELVIN L. STEWART, hereinafter called Stewart, and ROGER WALSH COSTELLO and KAY FRANCIS COSTELLO, husband and wife, hereinafter called Costello.

W I T N E S S E T H:

WHEREAS, Stewart is the owner of the tract of land located in Klamath County, Oregon, more particularly described as follows:

Beginning at the NW corner of Section 10, thence East along the North line of said Section 10 1286.94 feet; thence South $0^{\circ}10'53''$ East, a distance of 1001.87 feet; thence North $80^{\circ}31'22''$ West a distance of 1292.43 feet; thence North $0^{\circ}8'$ West a distance of 1001.72 feet to the point of beginning

WHEREAS, Costello is the owner of a tract of land located in Klamath County, Oregon, more particularly described as follows:

That portion of the NW 1/4 of NW 1/4 of Section 10, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County Oregon, described as follows: Beginning at the Southwest corner of said NW 1/4 NW 1/4; thence North $0^{\circ}08'$ West along the West line of said NW 1/4 NW 1/4 333.94 feet; thence South $89^{\circ}30'57''$ East 1292.43 feet to the East line of said NW 1/4 NW 1/4; thence South $0^{\circ}10'53''$ East 33.80 feet to the Southeast corner of said NW 1/4 of NW 1/4; thence North $89^{\circ}31'22''$ West 1294.26 feet to the point of beginning.

WHEREAS, there is a well located 240.23 feet North of the South property line and 122 East of the West property line of the property belonging to Stewart.

WHEREAS, the parties hereto desire to covenant for the joint use and maintenance of said well and the establishment of a water line across the property of Stewart, which covenant shall attach to and run with the above described properties.

NOW, THEREFORE, It is mutually agreed by the parties hereto as follows:

1. Costello will be granted an easement 15 feet wide, the center line of which begins at the well on the Stewart property, and extending in a general North-South direction to the above described Costello property, entering upon the North property line of the Costello property

05 MAY 13 PM 3 47

7120

150 feet East of the West property line, for the purposes of pumping and piping water from the above mentioned well, including the right to enter upon the Stewart property for the purposes of repairing or maintaining well and pipeline

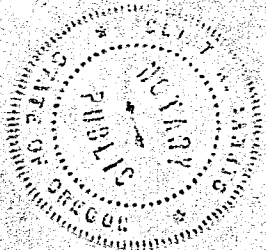
2. Costello will pay the sum of \$1,500 for this well agreement and shall also pay one-third (1/3) of the cost of maintenance of said well.

3. In the event that Stewart makes any improvements to the well he shall have the right to charge Costello one-third (1/3) of the total costs, to be paid by Costello within thirty (30) days. In the event that Costello does not pay said sum within the allotted time Stewart reserves the right to discontinue water service to the Costello property.

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year first hereinafter written.

Melvin L. Stewart
Stewart

Roger Walsh Costello
Kay Francis Costello
Costello



State of Oregon Klamath County

On this 30 day of January 1976 personally appeared the above named Melvin L. Stewart Roger Walsh Costello and Kay Francis Costello and acknowledged the foregoing instrument to be their voluntary act and deed.

My commission expires 10-12-79

Before me:

Return To: Aspen Title

Clay A. Bant
Notary Public of Oregon

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for
record on the 13th day of May A.D., 1985 at 3:47 o'clock P.M.,
and duly recorded in Vol. M85, of Deeds on page 7119.

Fee: \$ 9.00

EVELYN BIEHN, COUNTY CLERK

by: Amelia Smith, Deputy

2. WELL AGREEMENT