

Aspen #01033069

WELL USE, OWNERSHIP & MAINTENANCE AGREEMENT

THIS AGREEMENT, made by and between TRENDWEST, INC., an Oregon corporation, hereinafter "Trendwest"; KENNETH C. MOORE and MAUREEN C. MOORE, husband and wife, hereinafter "Moore"; and PEGGY A. O'NEILL, hereinafter "O'Neill".

R E C I T A L S:

A. Trendwest owns a common area which lies Northerly of Lots 19 and 20, Block 1, Harbor Isles, Tract 1209. In this common area there is a well located ten feet North of the Northern intersection of Lots 19 and 20, along an extension of the boundary between Lots 19 and 20 as shown on Exhibit "A".

B. Moore is the owner of a parcel of real property situated in Klamath County, Oregon described as Lots 18 and 19, Block 1, Harbor Isles, Tract 1209.

C. O'Neill is the owner of a parcel of real property situated in Klamath County, Oregon described as:

Lot 21, Block 1, HARBOR ISLES, TRACT 1209, TOGETHER WITH that portion of Lot 22, Block 1, HARBOR ISLES, TRACT 1209, described as follows:

Starting at the Southeast corner of Lot 21, Block 1, HARBOR ISLES TRACT 1209, Klamath County, Oregon; thence South 83 degrees 28' 45" West along the Southerly line of Lot 21, Block 1, 65.1 feet; thence South 78 degrees 10' 30" East 56.12 feet to the Easterly line of Lot 22, Block 1; thence North 27 degrees 18' 26" East 21.26 feet to the point of beginning.

O'Neill also owns an easement over the Northerly 12 feet of Lot 20, Block 1, Harbor Isles Tract 1209 according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon for maintenance, repair, replacement or improvement of underground water pipes that run from an existing well lying Northerly of Blocks 19 and 20, Block 1, Harbor Isles Tract 1209. Said easement is to be appurtenant to Lot 21, Block 1, Harbor Isles Tract 1209 and shall be perpetual and run with the ownership of the O'Neill property.

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D. Trendwest and Moore have developed the well for the use and benefit of Moore and O'Neill, and Moore and O'Neill desire to share in the well and provide for the future maintenance thereof as set forth in this Agreement. In consideration of the work and development of the well on the Trendwest property by Moore, and part of the purchase price paid by O'Neill for her property, and the covenants herein contained, the parties agree as follows:

A G R E E M E N T

1. Trendwest grants to Moore an undivided 1/2 interest in the well situated upon the Trendwest property and an easement and right of way to said well to the North line of the Moore property for the purposes of laying water transmission lines and to enter upon the Trendwest property for purposes of repairing or replacing the transmission system, the well, or the pumps and equipment attached thereto. The grant of the interest in the well and the easement shall be perpetual and run with the ownership of the Moore property.
2. Trendwest grants to O'Neill an undivided 1/2 interest in the well situated upon the Trendwest property and an easement and right of way from said well to the North line of Lot 20, Block 1, Harbor Isles Tract 1209, said easement to join with the O'Neill easement over the Northerly 12 feet of Lot 20, Block 1, Harbor Isles Tract 1209 for purposes of laying water transmission lines and to enter upon the Trendwest property for purposes of repairing or replacing the transmission system, the well, or the pumps and equipment attached thereto. Grant of the interest in the well and easement shall be perpetual and run with the ownership of the O'Neill property.
3. Moore and O'Neill will each maintain separate pumps and meters on the well and each party will be individually responsible for the repair and replacement of the transmission lines, the pump and the meter that is connected to the individual residences and not held in common.
4. In the event of necessary repair to the well, or to other items that are common to both parties, the parties will jointly repair and share the costs on an equal basis of such repairs.

5. None of the parties hereto warrant the chemical composition of the water, the quality of the water, or the quantity of the water. The parties waive any damages caused by the operation of the well, pumps and system by one party as against either of the other parties.

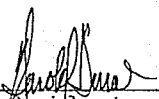
6. In the event either Moore or O'Neill fails to fulfill obligations under this Agreement, the other party may perform on behalf of the defaulting party and make claim for any and all expenditures made on behalf of the defaulting party.


7. In the event suit or action is instituted by any of the parties, the prevailing party shall be awarded attorney fees in such suit or action or upon appeal.

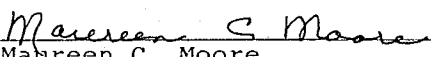
8. This Agreement shall run with the land and inure for the benefit of the successors and assigns of the parties hereto.


DATED this 30th day of March, 1989.

TRENDWEST, INC.

BY: 
President


Kenneth C. Moore


Maureen C. Moore

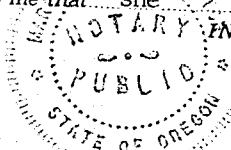
X 
Peggy A. O'Neill

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 6th day of April, 1989,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named PEGGY A. O'NEILL

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Marlene P. Addington
Notary Public for Oregon.
My Commission expires March 22, 1993

GENERAL ACKNOWLEDGMENT,
Form No. 0-16

STATE OF OREGON,

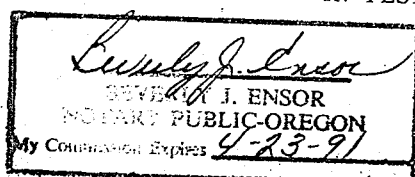
County of Klamath } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 30th day of March, 1989,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Kenneth C. Moore and Maureen C. Moore, husband and wife

known to me to be the identical individualS described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Beverly J. Ensor
Notary Public for Oregon.
My Commission expires 4-23-91

STATE OF OREGON,

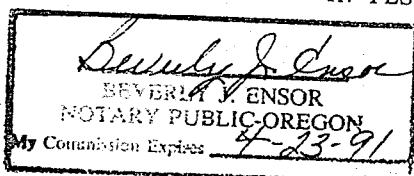
County of Klamath } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 30th day of March, 1989,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Harold Derrah, President of Trendwest, Inc.

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Beverly J. Ensor
Notary Public for Oregon.
My Commission expires 4-23-91

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co.
of April A.D., 19 89 at 2:55 o'clock P M., and duly recorded in Vol. M89
of Deeds on Page 5908

FEE \$23.00

Return: A.T.C.

Evelyn Biehn, County Clerk
By Marlene P. Addington