

124116

K-42196
WELL AGREEMENT

1 THIS AGREEMENT, made and entered into this 12th day of March, 1990, by and
 2 between RALPH J. CORDONNIER and BRENDA K. FOWLER, First Parties, and KLAMATH
 3 FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Federal Corporation, Second Party

W I T N E S S E T H:

5 WHEREAS, First Parties are the owners of the following-described real
 6 property situated in Klamath County, Oregon:

7 IN TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

8 PARCEL 1: Section 16: The S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPTING THEREFROM
 9 the W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the
 10 E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

11 PARCEL 2: Section 16: The W $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ and the
 12 E $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$

13 and,
 14 WHEREAS, Second Party is the owner of the following-described real prop-
 15 erty situated in Klamath County, Oregon:

16 The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 8, Township 39 South,
 17 Range 8 East of the Willamette Meridian;

18 and
 19 WHEREAS, there is presently existing a domestic water well located on First

20 Parties' property located as shown on the map attached hereto; and
 21 WHEREAS, the well is connected to a pump and holding tank and does provide
 22 domestic and irrigation water for First Parties' property and domestic water to the Second Party's property and
 23 additional parcels of real property; and

24 WHEREAS, the Parties have been using the well on an informal basis, and
 25 they now wish to enter into a permanent agreement for the use, operation and
 26 maintenance of the well, pump and holding tank;

27 NOW THEREFORE, IT IS MUTUALLY AGREED as follows:

- 28 1. First Parties do hereby give and grant unto Second Party, its succes-
 29 sors and assigns, for the benefit of Second Party's real property above-described
 30 the perpetual non-exclusive right and easement in and to said well, pump, hold-
 31 ing tank and distribution lines, for domestic purposes only.
- 32 2. It is mutually covenanted and agreed that the well currently serves
 other property, and it has the capacity to serve additional property. First

Return
to ↓
 WILLIAM L. SIGEMORE
 Attorney at Law
 540 Main Street
 KLAMATH FALLS, ORE.
 97601

503/882-7229
 O.S.B. #70133

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1 Parties shall be allowed to grant other parties the rights and easements to the
 2 well, pump and storage tank that they desire, so long as the granting of addi-
 3 tional rights in the well, pump and storage tank does not unreasonably interfere
 4 with Second Party's right to adequate domestic water from the well.

5 3. The Parties mutually covenant and agree that the cost of operation,
 6 maintenance, repair and replacement of any equipment used in connection with
 7 the well, pump and storage tank shall be shared by the Parties in proportion
 8 to the number of households that are, from time to time, using the well, pump
 9 and storage tank. First Parties shall be solely responsible for, and in charge
 10 of the maintenance, repair and replacement of the distribution lines from the
 11 storage tank to Second Party's property. Second Party shall reimburse First
 12 Parties for the cost of any maintenance, repair and replacement incurred by
 13 First Parties for distribution lines.

14 4. It is mutually covenanted and agreed by all of the Parties hereto, on
 15 behalf of themselves, their heirs, successors and assigns, that in the event
 16 any owner of either of said parcels of land shall, at any time hereafter, insti-
 17 tute any action, suit or proceeding to enforce any of the covenants and agree-
 18 ments herein contained and/or for damages for breach of the same, that the Court
 19 may award the prevailing party in such suit, action or proceeding, such sum as
 20 it may adjudge reasonable for said prevailing party's attorney's fees therein
 21 in addition to the usual costs and disbursements provided by law.

22 5. This agreement shall bind and inure to each of said parcels of land
 23 and be appurtenant thereto and run therewith.

24 IN WITNESS WHEREOF, the Parties have executed this Agreement on the day
 25 and year first herein mentioned.

26 Ralph J. Cordonnier
 27 Ralph Cordonnier

28 Brenda K. Fowler
 29 Brenda K. Fowler

First Parties

KLAMATH FIRST FEDERAL SAVINGS AND LOAN
 ASSOCIATION

30 By James D. Bocchi
 31 James D. Bocchi, President

32 By Gerald V. Brown, Sr.
 Gerald V. Brown, Sr., Vice-President
 Second Parties

1 STATE OF OREGON)
 2) SS
 3 County of Klamath)

4 On this 16 day of April, 1990, personally appeared the above-named
 5 Ralph J. Cordonnier and Brenda K. Fowler and acknowledged the foregoing instru-
 6 ment to be their voluntary act and deed. Before me:

7 William L. Sisemore
 8 Notary Public for Oregon

9 (SEAL)
 10 My Commission Expires: Oct 8, 1990

11 STATE OF OREGON)
 12) SS
 13 County of Klamath)

14 On this 11th day of April, 1990, personally appeared James D. Bocchi and
 15 Gerald V. Brown, who, being duly sworn, each for himself and not one for the
 16 other, did say that the former is the President and that the latter is the
 17 Sr. Vice-President of Klamath First Federal Savings and Loan Association,
 18 a corporation, and that the seal affixed to the foregoing instrument is the cor-
 19 porate seal of said corporation and that said instrument was signed and sealed
 20 in behalf of said corporation by authority of its board of directors; and each
 21 of them acknowledged said instrument to be its voluntary act and deed.

22 Before me:

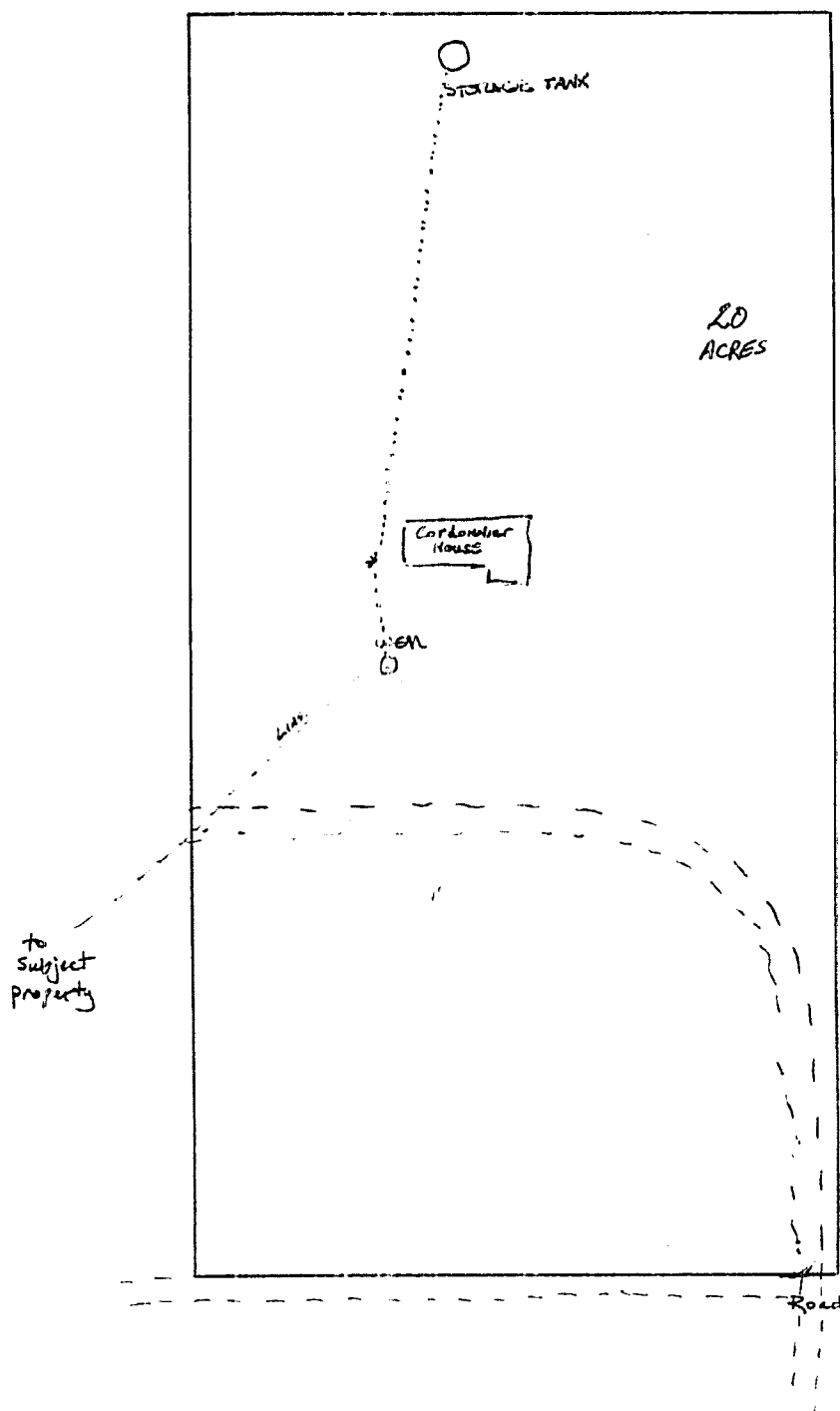
23 Richard Owens
 24 Notary Public for Oregon

25 (SEAL)
 26 My Commission Expires: 5-14-92

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North
↑

6730



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 11th day
of April A.D., 19 90, at 10:51 o'clock A.M., and duly recorded in Vol. M90
of Deeds on Page 6727.

FEE \$23.00

Evelyn Biehn County Clerk

By Pauline M. Mendenhall