

Aspen 38436  
WELL AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 1992, by and between LARRY E. and CAROLYN F. PEACORE TRUST dated August 16, 1990, First Party, and KEVIN G. MELLUISH and ROBIN R. MELLUISH, husband and wife, Second Party,

W I T N E S S E T H:

WHEREAS, First Party is the owner of the following-described real property situated in Klamath County, Oregon:

PARCEL 2:

A parcel of land situated in the SW $\frac{1}{4}$  of Sec. 9, Twp. 39 S., R. 10, E.W.M., being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the Southwest corner of the West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Sec. 9; thence North 0°14'19" East, 446.60 feet to a 1/2 inch iron pin; thence North 0°10'38" East 273.23 feet to a 1/2 inch iron pin; thence South 89°27'29" East, 328.50 feet to a 1/2 inch iron pin on the East line of said West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South 0°6'40" West along said East line West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$ , 717.87 feet to a 1/2 inch iron pin marking the Southeast corner of said West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence North 89°48' West along the South line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$  329.80 feet to the point of beginning containing, together with: An easement for roadway purposes 30.00 feet in width across the Westerly portion of the West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Sec. 9, being adjacent to and Easterly of the West line thereof and beginning at the North line of said West 1/2 East 1/2 NE $\frac{1}{4}$ SW $\frac{1}{4}$  and terminating at the North line of the above-described parcel;

And,

WHEREAS, Second Party is the owner of the following-described real property situated in Klamath County, Oregon:

PARCEL 1:

The S $\frac{1}{2}$  of the following-described property in the County of Klamath, State of Oregon:

A parcel of land situated in the SW 1/4 of Sec. 9, Twp. 39 S., R. 10, E.W.M., being more particularly described as follows:

Beginning at a 1/2 inch iron pin marking the Northeast corner of said SW 1/4; thence South along the East line of said SW 1/4, 1268.97 feet to a 1/2 inch iron pin on the Westerly right of way of Pine Grove Road, a county road; thence Southwesterly along said right of way line (long chord = South 14°37'27" West, 64.82 feet) to a 1/2 inch iron pin at the intersection of said right of way line with the South line of the NE 1/4 of said SW 1/4; thence North 89°48' West along said South line NE 1/4 SW 1/4, 313.44 feet to a 1/2 inch iron pin marking the Southwest corner of the E 1/2 E 1/2 of said NE 1/4 SW 1/4; thence North 0°6'40" East along the West line of said E 1/2 E 1/2 NE 1/4 SW 1/4, 1335.70 feet to a 1/2 inch iron pin marking the Northwest corner of said E 1/2 E 1/2 NE 1/4 SW 1/4; thence South 89°6'22" East along the North line of said SW 1/4, 327.25 feet to the point of beginning;

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WILLIAM L. SISEMORE  
Attorney at Law  
540 Main Street  
KLAMATH FALLS, ORE.  
97601

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

902 JUN 15 PM 3 22

1 And,

2 WHEREAS, there is presently existing a domestic water well located on First  
3 Party's property located as shown on the map attached hereto;

4 And,

5 WHEREAS, the well is connected to a pump and holding tank and does provide  
6 domestic and water for First Party's and Second Party's property;

7 And,

8 WHEREAS, the parties now wish to enter into a permanent agreement for the  
9 use, operation and maintenance of the well, pump, holding tank and distribution  
10 lines.

11 NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

12 1. First Party does hereby give and grant unto Second Party, their heirs  
13 and assigns, for the benefit of Second Party's real property above-described,  
14 the perpetual non-exclusive right and easement in and to said well, pump, holding  
15 tank and existing distribution lines, for domestic purposes only.

16 2. The parties mutually covenant and agree that the cost of operation,  
17 maintenance, repair and replacement of any equipment used in connection with the  
18 well, pump and storage tank shall be shared by the parties equally. First Party  
19 shall be solely responsible for, and in charge of, the maintenance, repair and  
20 replacement of the equipment and the distribution lines from the storage tank to  
21 Second Party's property. Second Party shall reimburse First Party for the cost  
22 of any maintenance, repair and replacement incurred by First Party for distribu-  
23 tion lines to the Second Party's property.

24 3. It is mutually covenanted and agreed by the parties hereto, on behalf of  
25 themselves, their heirs, successors and assigns, that in the event any owner of  
26 either of said parcels of land shall, at any time hereafter, institute any action,

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1 suit or proceeding to enforce any of the covenants and agreements herein contained  
 2 and/or for damages for breach of the same, that the Court may award the prevail-  
 3 ing party in such suit, action or proceeding, such sum as it may adjudge reason-  
 4 able for said prevailing party's attorney's fees therein in addition to the  
 5 usual costs and disbursements provided by law.

6 4. This agreement shall bind and inure to each of said parcels of land and  
 7 be appurtenant thereto and run therewith.

8 IN WITNESS WHEREOF, the parties have executed this Agreement on the day and  
 9 year first herein mentioned.

10 LARRY E. and CAROLYN F. PEACORE TRUST

11 By Jany E. Peacore Trustee  
 12 Carolyn F. Peacore Trustee

13 By Carolyn F. Peacore Trustee  
 14 Larry E. Peacore Trustee  
 FIRST PARTY

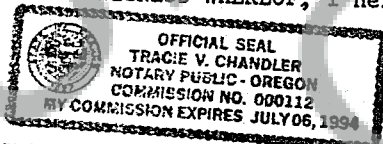
Kevin G. Melliush  
 Kevin G. Melliush

Robin R. Melliush by Kevin G. Melliush  
 Robin R. Melliush  
 SECOND PARTY POA

15 STATE OF OREGON )  
 16 County of Klamath ) SS

16 On this 15th day of June, 1992, before me, a notary public in and for said  
 17 county and state, personally appeared Larry E. Peacore and Carolyn F. Peacore,  
 18 of the State of Oregon, County of Klamath, known to me to be the persons described  
 19 in the foregoing instrument, and acknowledged that they executed the same in the  
 20 capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



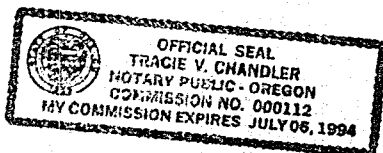
Tracie V. Chandler  
 Notary Public for Oregon

My Commission Expires: 7-6-94

21 STATE OF OREGON )  
 22 County of Klamath ) SS

23 On this 15th day of June, 1992, personally appeared the above-named Kevin G.  
 24 Melliush and Robin R. Melliush, husband and wife, and acknowledged the foregoing  
 25 instrument to be their voluntary act and deed.

Before me:



Tracie V. Chandler  
 Notary Public for Oregon

My Commission Expires: 7-6-94

WILLIAM L. SISEMORE  
 Attorney at Law  
 540 Main Street  
 KLAMATH FALLS, ORE.  
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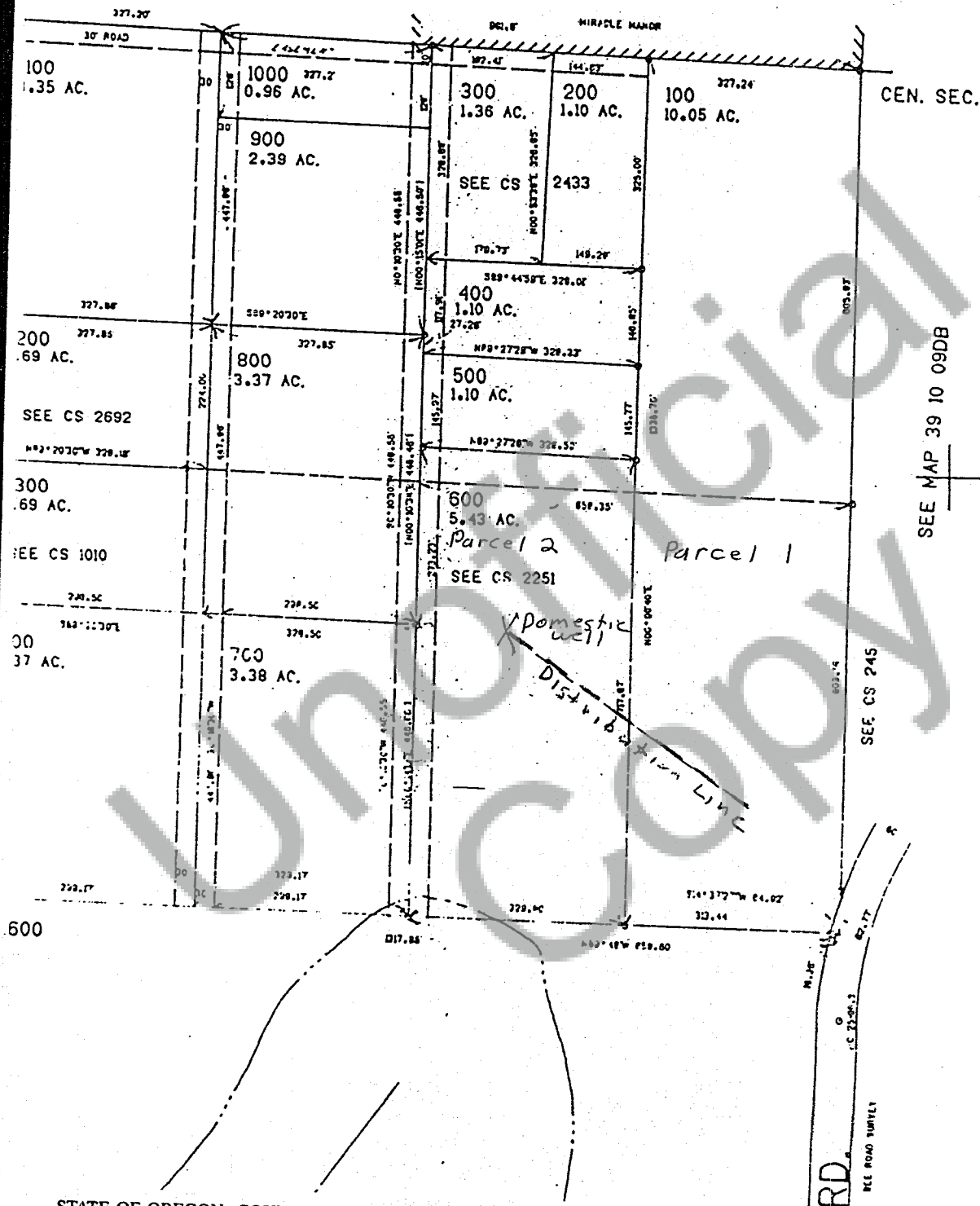
3 T.39S. R.10E. W.M.

TH COUNTY

SEE MAP 39 10. 09BD

39 10 0

1"=200'



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 15th day  
 of June A.D., 19 92 at 3:22 o'clock P. M., and duly recorded in Vol. M92  
 of Deeds on Page 13076.

FEE \$50.00

Evelyn Biehn County Clerk

By Patricia M. Mendenhall