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Return to:

JOHN DURAN
P.O. BOX 660
KENO, OR 97627

10-11-94P03:34 RCVD

Vol. M94 Page 31765

ATC #0304226
WELL AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 1994, by and between Ronald R. Lautt and Anna M. Lautt and Rhonda A. Lautt First Party, and John R. Duran, 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: Lot 4 of Block 2, KENO WHISPERING PINES, a subdivision, saving and excepting the property described in the Contract of Sale between the parties hereto, recorded in Volume M94, page 31762, Deed Records, Klamath County, Oregon;

and,

WHEREAS, Second Party is the Vendee of the real property described in the Contract of Sale between the parties recorded in Volume M94, page 31762, Deed Records Klamath County, Oregon;

and,

WHEREAS, there is presently existing a domestic water well, pump, pressure tank, distribution lines and pumphouse located on the First Party's property as shown on the map attached hereto;

and,

WHEREAS, the parties wish to enter into a permanent agreement for the use, operation, maintenance of the well, pump, holding tank, distribution lines and pumphouse;

and,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1. First Party does hereby convey unto Second Party, his successors and assigns, for the benefit of Second Party's real property above-described, a one-third interest to said well, pump, holding tank and pumphouse;

and,

Does hereby grant to the Second Party an easement across the First party's

Well Agreement - Page 1

1 property for the distribution lines from the well to the Second Party's property
2 for the purpose of maintaining the said distribution lines.

3 3. The Parties agree that if either of them should desire to relocate the
4 distribution lines from the well to the Second Party's property the distribution
5 line and easement located across the First Party's property may be relocated.
6 The cost of the relocation of the distribution lines shall be paid by the party
7 desiring to change the location of the distribution line.

8 4. The Parties shall equally share in the cost of maintaining the
9 distribution line from the well to the "T" as shown on the attached map. The
10 cost of maintaining the distribution line from the "T" as shown on the attached
11 map to the Second Party's property shall be born by the Second Party.

12 5. The Parties mutually covenanted and agree that the cost of operation,
13 maintenance, repair, replacement of any equipment used in connection with the
14 well, pump, storage tank, mutually shared distribution lines and pumphouse shall
15 be paid as follows: two-thirds by First Party, one-third by Second Party.

16 6. In the event of the failure or necessary repairs to the well, pump,
17 storage tank, pumphouse or distribution lines, either Party may arrange for the
18 necessary repairs after making reasonable attempts to contact the other party to
19 discuss the necessary repairs or replacement. The Party arranging for the
20 repairs shall be responsible to pay for the labor and materials necessary for the
21 repairs or replacements. The other Party shall reimburse the Party paying for
22 the repairs or replacements for his share of the cost within ten days after
23 receipt of an invoice for the repairs.

24 7. The Parties shall within one year from the date of the execution of this
25 Agreement cause a separate power line and meter to be installed to the pump. The
26 cost of the separate power line and meter shall be paid two-thirds by First
27 Party, one-third by Second Party. Until the second power line and meter are
28 installed the pump will be operated from power supplied from the First Party's
29 property which is currently rented. The Second Party shall pay to the First
30 Party the sum of \$10.00 per month for the cost of the power to the well.

31 8. It is mutually covenanted and agreed by all parties hereto, on behalf
32

of themselves, their heirs, successors and assigns, that in the event any owner of either of said parcels of land shall, at any time hereafter, institute any action, suit or proceeding to enforce any of the covenants and agreements herein contained and/or for damages for breach of the same, that the Court may award the prevailing party in such suit, action or proceeding, such sum as it may adjudge reasonable for said prevailing party's attorney's fees therein in addition to the usual costs and disbursements provided by law.

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

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

Ronald R. Lutt
Ronald R. Lutt, First Party

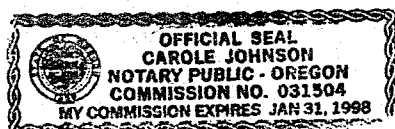
Anna M. Lutt
Anna M. Lutt, First Party

Rhonda A. Lutt
Rhonda A. Lutt, First Party

John R. Duran 10/6/94
John R. Duran, Second Party

STATE OF OREGON)
) SS
County of Klamath)

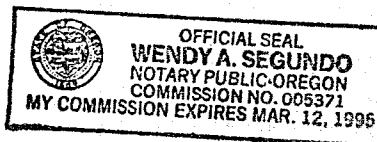
On this 6th day of October, 1994, personally appeared the above-named John R. Duran and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Carol Johnson
Notary Public for Oregon
My Commission Expires 1-31-98

STATE OF OREGON)
) SS
County of Multnomah)

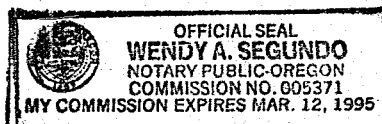
On this 10 day of October, 1994, personally appeared the above-named Ronald R. Lutt and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Wendy A. Segundo
Notary Public for Oregon
My Commission Expires:
county of Washington

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

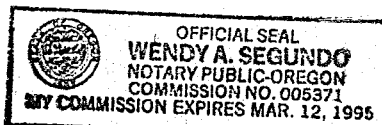
4 On this 10 day of October, 1994, personally appeared the above-named Anna
 5 M. Lutt and acknowledged the foregoing instrument to be her voluntary act and
 6 deed. Before me.



Wendy A. Segundo
 Notary Public for Oregon
 My Commission Expires:
County of Washington

7 STATE OF OREGON)
 8) SS
 9 County of Multnomah)

10 On this 10 day of October, 1994, personally appeared the above-named
 11 Rhonda A. Lutt and acknowledged the foregoing instrument to be her voluntary act
 12 and deed. Before me.



Wendy A. Segundo
 Notary Public for Oregon
 My Commission Expires:
County of Washington

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 15
 STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title co the 11th day
 of Oct A.D., 19 94 at 3:34 o'clock P M., and duly recorded in Vol. M94
 of Deeds on Page 31765
 Evelyn Biehn County Clerk
 By Wendy A. Segundo

FEE \$45.00