

36165

AGREEMENT

Vol. 1197 Page 11506

THIS AGREEMENT is made by and between THOMAS P. BRISSENDEN and DANIEL E. BRISSENDEN, hereinafter called, "Tom and Dan" and MARJORIE F. BRISSENDEN, hereinafter called "Marj".

WHEREAS, Tom and Dan are the fee simple owners of the real estate, herein referred to as "Tom and Dan's Parcel" in Klamath County, Oregon, described in Exhibit "A" attached hereto and Marj is the fee simple owner of the real estate in Klamath County, Oregon described as Parcel #1 of Klamath County Land Partition 33-95, herein referred to as "Marj's Parcel":

WHEREAS, The parties wish to enter into a well agreement which will benefit both parcels and which recognizes the existing domestic well located on Marj's Parcel, said well located N15°07'13"W, 57.0 feet; thence N74°52'47"E, 41.0 feet from the southwest corner of Parcel #1, Klamath County Land Partition #33-95; and

The following is declared and agreed to be restrictions and benefits on the title to both parcels and to run with the land, as a benefit to both parcels and burden to Marj's parcel:

Marj hereby grants to Tom and Dan easement across Marj's Parcel for the existing well, and for installation and maintenance of pump, utility delivery system, and water delivery system to deliver water to Tom and Dan's Parcel.

Each party shall be responsible for maintenance of their respective pumps, utilities and water delivery lines to each party's respective parcel. The parties agree to share equally the costs of all common maintenance and costs, unless such common maintenance and costs are caused by the activities of one of the parties or their agents, contractors or employees in which case such common maintenance and costs shall be borne by such party causing such costs. For purposes herein "common maintenance and costs" shall be maintenance of shared facilities such as the well and casing. It is recited and agreed herein that the parties shall locate in such well their own pump, utility delivery and water delivery lines.

It is agreed each party may use the system for one residence only and shall be limited to domestic purposes and shall not use the well and water delivered therefrom for irrigation (other than incidental lawn and garden use) or any use not consistent with domestic use, without first obtaining written permission of the other party. Tom and Dan shall locate their delivery lines and conduct maintenance in a manner to minimize impact to Marj's parcel.

In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit to arbitration where each party appoints one arbitrator and those two arbitrators choose a third. The three

WELL AGREEMENT

PAGE -1-

97 APR 16 P3:51

CS
20-

11507

arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, personal representatives, successors in interest and assigns as well.

If suit or action is instituted to enforce any of the provisions of this Contract, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

Withdrawal of the rights and obligations of the respective parties or the inclusion of additional premises shall be effective only upon written consent of all parties to this Agreement and upon such terms that are mutually agreeable.

IN WITNESS WHEREOF, the parties have hereunto set their hands this as below stated.

Tom and Dan:

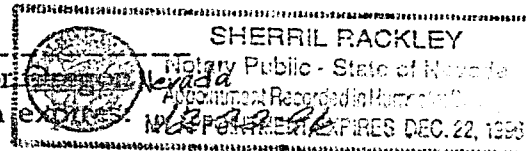
Marj:

STATE OF NEVADA]
County of Humboldt] ss.

The foregoing instrument was acknowledged before me this 21 day of MAY, 1996, by MARJORIE F. BRISSENDEN.

Sherril Rackley

Notary Public for
My Commission expires



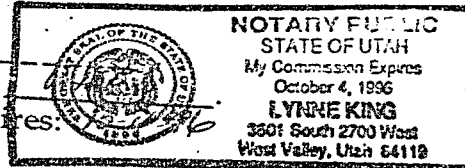
11508

STATE OF UTAH.]
County of Salt Lake] ss.

The foregoing instrument was acknowledged before me this 14th day
of May, 1996, by DANIEL E BRISSENDEN.

Lynne King

Notary Public for
My Commission expires:

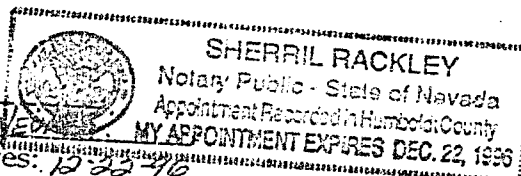


STATE OF NEVADA.]
County of Humboldt] ss.

The foregoing instrument was acknowledged before me this 21 day
of MAY, 1996, by THOMAS P. BRISSENDEN.

Sherril Rackley

Notary Public for
My Commission expires: 12-22-96



STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Fairclo
of April A.D., 19 97 at 3:51 o'clock P.M., and duly recorded in Vol. M97
of Deeds on Page 11506

FEE

\$20.00

Return: Richard Fairclo
280 Main St.
KFO 97601

Bernetha G. Letsch, County Clerk

by Kathleen Rose