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WELL AGREEMENT

AGREEMENT, <u>SEPTEMBER 29</u> , 1998, between FRANK D. ROLLINS, TR & DIANE R. ROLLINS, first parties, and FRANK D. ROLLING & DIANE R. ROLLING AS TRUSTEES UNDER THE ROLLING LOVING TRUST DATED JULY 18, 1990 AND PATRICIA M. FRABOTTA

WITNESSETH:

First Parties are the owners of the following described real property:

The SW1/4 NW1/4 SW1/4 of Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM that portion conveyed to Klamath County for public road purposes in Deed Volume M73 page 16166, Deed records of Klamath County, Oregon.

Second Parties are the owners of the following described real property:

The N1/2 SE1/4 NW1/4 SW1/4 of Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFRCM that portion conveyed to Klamath County for public road purposes in Deed Volume M73 page 16166, Deed records of Klamath County, Oregon.

Second parties are purchasing a portion of the property previously owned by the First Parties, and First Parties have upon their property a well which the parties wish to allow Second Parties to use for their domestic water supply.

The parties wish to enter into an agreement for the operation, maintenance and repair of

NOW, THEREFORE, in consideration of the premises, the parties covenant and agree to

- (1) Each of the parties shall be solely responsible for the maintenance, repair and replacement; of the water lines from the pump to their own premises, but the cost of all future maintenance, replacements and improvements, and electricity for the pump, of the well and casing shall be born equally by the parties and their heirs
- (2) First Parties grant to Second Parties, their heirs, grantees and assigns for the benefit of Second Parties' said property, perpetual right and easement in and to

said water well and of ingress and egress upon said property of First Parties for the purpose of replacing the pipes from the pump to the Second Parties premises which services Second Parties' property.

- (3) It is mutually covenanted and agreed by all of the parties hereto on behalf of themselves, their heirs, grantees and assigns, that in the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of same, that the Court may award the prevailing party in such suit, action or proceeding such sums 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.
- (4) 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 hereto have hereunder set their hands and seals the day and year first herein written.

FRANK D. ROLLINS, TR Dian Golla De DIANE R. ROLLINS, TR	FRANK D. ROLLINS Dian Rolling First Parties DIANE R. ROLLINS DR
	Second Parties PATRICIA M. FRABOTTA
STATE OF OREGON)	
) ss County of Klamath)	
Rersonally appeared the above named indual Hank D. Sollints As Teaster And As Infirst parties and - Diane Reliws As Teaster & As foregoing instrument to e their voluntary act and deed.	
OFFICIAL SEAL BRENDA P. RODRINGUEZ NOTARY PUBLIC-OREGON OMANSICIAN NO. 301701 MY COMMISSION DIVINES SEP. 8, 2001	Before me: Notary Public for Oregon Assigner
STATE OF OREGON: COUNTY OF KLAMATH: ss.	
Filed for record at an	American Title

3:06 o'clock P. M., and duly recorded in Vol. M98 on Page 36422

Bernetha & Letsch, County Clerk

A.D., 1998

FEE

\$35.00