

03 APR 18 PM 2:56

WELL AGREEMENT

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AGREEMENT APRIL 6, 2003, between Marie Anson, first parties, and Susan Anson, second parties.

WITNESSETH

State of Oregon, County of Klamath
Recorded 04/18/2003 2:56 p.m.
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Linda Smith, County Clerk
Fee \$ 26 # of Pgs 2

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

LOT 18 IN BLOCK 6 OF TRACT NO. 1039, YONNA WOODS UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

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

LOT 17 IN BLOCK 6 OF TRACT NO. 1039, YONNA VALLEY UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OR.

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 said well,

- 1) Each of the parties shall be solely responsible for the maintenance, repair and replacement; of the water lines from the water storage tank to their premises. Also each parties shall be responsible for the repair and replacement of pressure tanks and pumps used in the transportation of said water from storage tank through water lines.
- 2) Upon the completion of construction of a residence on First Parties said real property, each parties also agree that all future maintenance, replacement, and improvements to said well and storage facilities shall be borne equally by the parties and their heirs and assigns.
- 3) It is further stated that at the time of completion of said construction that a meter will be placed and installed at the well house and parties shall bear the expense equally.
- 4) Each parties also agrees to an easement including and limited to well house and storage facility and area running between well house and storage facility where water lines for the transport of water to the storage facility may lay, for the purpose of maintenance, repair, replacement or improvement.
- 5) 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 real property shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contain 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.

6) This agreement shall bind and inure to each of said real property 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.

FIRST PARTY

MARIE ANSON

(Print name)

Marie Anson

(Signature)

SECOND PARTY

Susan Anson

(Print name)

Susan Anson

(Signature)

STATE OF OREGON)

) ss

County of Klamath)

Personally appeared the above named

Marie Anson first party and

Susan Anson second party, and acknowledged the foregoing instrument to their voluntary act and deed.

Before me:

Vickie Blankenburg

Notary Public for Oregon

