

WJZ-6339374

Vol M04 Page 04116

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

State of Oregon, County of Klamath
Recorded 01/22/2004 3:00 p m
Vol M04 Pg 4116-79
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

After Recording, Return To:
PATRICK J. TEAGUE
3624 ORINDALE RD
KLAMATH FALLS, OR 97601

1. Name(s) of the Transaction(s):
WELL AGREEMENT

2. Direct Party (Grantor):
PATRICK J. TEAGUE

3. Indirect Party (Grantee):
EDITH R. ELLIOTT AND JOHN H. ELLIOTT

4. True and Actual Consideration Paid:
NONE

5. Legal Description:

36.00
mm

WELL AGREEMENT
for the
WELL MAINTENANCE AGREEMENT

04117

Patrick J. Teague, Grantor
3624 Orindale Road
Klamath Falls, OR 97601

John H. Elliott and Edith R. Elliott, Trustee,
Grantee as to Parcel 3
3708 Orindale Road
Klamath Falls, OR 97601
and
Edith R. Elliott and John H. Elliott, Trustee,
Grantee as to Parcel 1
5209 Lawanda Drive
Klamath Falls, OR 97601

After recording return to:
Patrick J. Teague, Grantor

This agreement is made this 18th day of December, 2003, between Patrick J. Teague, herein referred to as "Grantor", and, as Trustees of the John H. and Edith R. Elliott Revocable Trust dated January 28, 1987 herein referred to as "Grantee as to Parcel 1" and Edith R. Elliott and John H. Elliott, as Trustees of the John H. and Edith R. Elliott Revocable Trust dated January 28, 1987 herein referred to as "Grantee as to Parcel 3."

1) Grantor is the owner of property described as Parcel 2 of Land Partition 12-98 being a portion of Tract 10, DEWITT HOME TRACTS, Block Section 12, Range 8, Township 39 in Klamath County, Oregon (R-3908-012DB-02101-000) which is served with water through a connection to the well that is the subject of this agreement.

2) Grantee is the owner of property described as Parcel 3 of Land Partition 12-98 being a portion of Tract 10, DEWITT HOME TRACTS, Block Section 12, Range 8, Township 39 in Klamath County, Oregon (R-3908-012DB-02102-000) which is served with water through a connection to the well that is the subject of this agreement.

3) Grantee is the owner of property described as Parcel 1 of Land Partition 12-98 being a portion of Tract 10, DEWITT HOME TRACTS, Block Section 12, Range 8, Township 39 in Klamath County, Oregon (R-3908-012DB-02100-000) which is not yet served with water through a connection to the well that is the subject of this agreement.

4) There is a water well located on the northwest corner of Parcel 2 on a tongue of land protruding into Parcel 1 of said Land Partition 12-98. It is the intent of the parties hereto that said three parcels shall have equal rights to withdraw water from said well for use on the above described lots. It is further intended that the owners of lots having a connection to the subject well shall pay an equal share of the cost of maintaining said well and well casing.

Therefore in consideration of the sum of \$10.00, receipt of which is hereby acknowledged, and subject to the conditions set forth in this instrument:

1) Grantor does hereby grant, sell and convey to Grantee as to Parcel 1 an undivided one-third ownership of the above described well, and to Grantee as to Parcel 3 an undivided one-third ownership of the above described well and conveys to grantees the right to take water from said

well and to convey such water from the well to each Grantee's above-described property by pipe; and

It is mutually covenanted and agreed by the parties on behalf of themselves and their respective heirs, successors, grantees and assigns as follows:

A. Grantee, as owner of Parcel 3, its heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve its said Parcel 3 and shall repair or pay for, at its sole expense, any damage done to Grantor's said premises in such maintenance, repair and replacement, and shall pay one half or, upon connection of a user on Parcel 1, one third, of all future costs of maintenance, repair, replacement and improvement of the well and well casing.

B. Grantee as owner of Parcel 1, its heirs, grantees and assigns, shall be solely responsible for the construction, installation, hook up, maintenance, repair and replacement of the pump, pipes, and other equipment which serve its said Parcel 1 and shall repair or pay for, at its sole expense, any damage done to Grantor's said premises in such construction, installation, maintenance, repair and replacement, and shall upon hook up shall pay one-third of all future costs of maintenance, repair, replacement and improvement of the well and well casing.

C. Grantor, its successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve its said property and shall repair or pay for, at its sole expense, any damage done to Grantees' said premises in such maintenance, repair and replacement, and shall pay one half, or upon connection of a user on Parcel 1, one third, of all future costs of maintenance, repair, replacement and improvement for the well and well casing.

D. Grantor, and Grantee as owner of Parcel 3, and Grantee as owner of Parcel 1, grant to one another easements across their respective premises for the construction, maintenance and repair of the distribution system to and from the well head to the respective premises, together with the right of ingress and egress to maintain the same, conditioned upon restoring the premises to its original condition. This easement shall run with the land and shall be binding upon heirs, successors and assigns of these parties. This easement is additional to well and water easements on file in the office of the county clerk of Klamath County, Oregon.

E. The parties interest in the water from said well is limited to suppling water for domestic use on the above described lots.

F In the event that any repair or replacement of the well or well casing or one or more of the pipes in the well, the parties expressly agree to cooperate fully in allowing said repair or replacement to be made as soon as the necessary equipment, equipment operator and supplies can be obtained to make such repair or replacement. The parties further agree to pay for or to arrange for the payment of their respective share of the costs of said repair or replacement as soon as is reasonably possible.

G. In the event that any owner of any 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 the same, the Courts, including Appellate Courts, shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable for said disbursements provided by law.

H. 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 as of the day and year first herein written.

Patrick J. Teague
Patrick J. Teague, Grantor

John H. Elliott, Trustee
John H. Elliott, Trustee,
Grantee as to Parcel 1

and

Edith R. Elliott, Trustee
Edith R. Elliott, Trustee,
Grantee as to Parcel 1

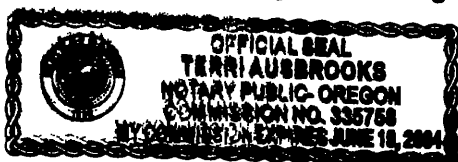
John H. Elliott, Trustee
John H. Elliott, Trustee,
Grantee as to Parcel 3

and

Edith R. Elliott, Trustee
Edith R. Elliott, Trustee,
Grantee as to Parcel 3

STATE OF OREGON, County of Klamath) ss.

This 9th day of Jan. 2004, personally appeared the above named Patrick J. Teague as Grantor and acknowledged the foregoing instrument to be his voluntary act and deed.

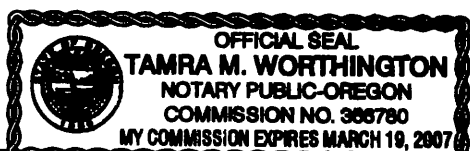


Notary Public for Oregon

My commission expires: 6-19-04

STATE OF OREGON, County of Klamath) ss.

This 18th day of December, 2003, personally appeared the above named John H. Elliott, Trustee, as Grantee as to Parcel 3 and as Grantee as to Parcel 1 and acknowledged the foregoing instrument to be his voluntary act and deed.

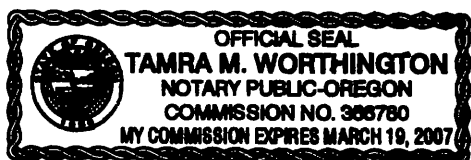


Tamra M. Worthington
Notary Public for Oregon

My commission expires: March 19, 07

STATE OF OREGON, County of Klamath) ss.

This 18th day of December, 2003, personally appeared the above named Edith R. Elliott, Trustee, as Grantee as to Parcel 1 and as Grantee as to Parcel 3 and acknowledged the foregoing instrument to be his voluntary act and deed.



Tamra M. Worthington
Notary Public for Oregon

My commission expires: March 19, 07