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WELL AGREEMENT

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AGREEMENT, October 13, 2003, between Marc and Kandy Hill
first parties, and Charles and Denise Sams second parties.

WITNESSETH:

State of Oregon, County of Klamath
Recorded 07/23/2004 1.26 P m
Vol M04 Pg 48386-87
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

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

Well and Pump Location:

Parcel 1:

A tract of land situated in the SW1/4 of the NE1/4 and in the SE1/4 of the NW1/4 of Section 30, T36S R14E, W.M., Klamath County, Oregon.

Beginning at the Southwest Corner of said SW 1/4 NE 1/4; thence easterly on the South Line of said SW 1/4 NE 1/4, 420.00 feet to a 5/8" iron pin; thence N00degree45'25"E parallel with the West Line of said SW 1/4 NE 1/4, 209.13 feet to a 5/8" iron pin; thence S66degree46'W, 25.98 feet; thence on a 160 foot radius curve to the right, 151.87 feet (Long Chord bears N86degree02'30"W, 146.23 feet); thence N58degree51'W, 144.44 feet; thence on a 300 foot curve to the right, 64.84 feet (Long Chord bears N52degree39'30"W, 64.71 feet); thence N46degree28'W, 85.32 feet; thence on a 350 foot radius curve to the left, 91.32 feet (Long Cord bears N53degree56'30"W, 91.07 feet); thence N61degree25'W, 70.97 feet; thence on a 600 foot radius curve to the right, 83.08 feet (Long Chord bears N57degree27'W, 83.01 feet); thence N53degree29'W, 28.83 feet to a 5/8" iron pin; thence S00degree45'25"W parallel with the East Line of said SE 1/4 NW 1/4, 540.96 feet to a point on the South Line of said SE 1/4 NW 1/4; thence easterly on the South Line of said SE 1/4 NW 1/4, 220.22 feet to the point of beginning containing 4.83 acres.

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

Block 1, Lot's 5, 6, 7, 8, Tract No. 1101 Pinecrest First Addition T36S R14E, Sec. 30 W.M., Klamath County, Oregon.

Second parties are purchasing a portion of the well located on the property of the First Parties. The First Parties wish to allow Second Parties the use of their well for their domestic water supply.

The parties wish to enter into an agreement for the operation, maintenance and repair of said well, pump, and related equipment.

NOW, THEREFORE, in consideration of the premises, the parties covenant and agree to and with each other as follows:

- (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. The cost of all future maintenance, replacements, improvements, and electricity to operate the pump, of the well and casing shall be born equally by both parties, their heirs and assigns.
- (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.

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IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first herein written.

First Parties

Second Parties

STATE OF OREGON)
County of Klamath) ss

Personally appeared the above named

Marc and Kandy Hill

First parties and

Charles and Denise Sams

Second parties, and acknowledged the foregoing instrument to either voluntary act and deed.

Before me:

e: Rebecca Huck
Notary Public for Oregon

