

Recording Requested By:
Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

M06-05672

Klamath County, Oregon
03/27/2006 03:42:43 PM
Pages 3 Fee: \$31.00

When Recorded Return To:

Aspen Title & Escrow, Inc.
525 Main Street
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

DOCUMENT: *Well Agreement*

GRANTOR:

TRUSTEE:

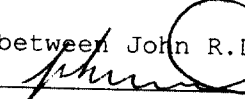

GRANTEE:

CONSIDERATION: \$

DATE: *August 11, 2005*

LEGAL DESCRIPTION: *See Attached*

WELL AGREEMENT

AGREEMENT, 24th MARCH, 2006, between John R. Duran  (First Party), and John R. Duran  (Second Party).

WITNESSETH:

First Party(ies) is the owner(s) of the following described real property:

Parcel 1 of Land Partition 74-05, being a portion of Lot 3, Block 1, Keno Whispering Pines, County, Oregon.

Code 105 Map 4008-00600 TL 00800 Key# 621517

Second Party(ies) is the owner(s) of the following described real property:

Parcel 2 of Land Partition 74-05, being a portion of Lot 3, Block 1, Keno Whispering Pines, Klamath County, Oregon.

First Party have upon their property a well, which the parties wish to allow Second Party to use for their domestic water supply.

The Parties wish to enter into an agreement for the operation, maintenance and repair of said well,

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 shut off valve at the pump house to their own premises, but the cost of all future maintenance, replacements and improvements, and electricity for the pump, of the well, casing and pressure tank shall be born equally by the parties and their heirs and /or assigns. It is agreed that the cost of the electricity for the pump house shall be at the rate of \$15.00 per month per parcel from the time parcel #2 connects to and begins to use water. Parties shall have the right to renegotiate this fee annually based on the Pacific Power & Light calculations. At the time Parcel #2 connects to pump house all attempts will be made to install a separate power meter at said pump house. The cost of electrical meter installation shall be paid for by parcel #2. The utility bill for the meter will be billed to parcel #1 and parcel #2 will reimbursed parcel #1 50 % of the electric bill for the pump house.

(2) First Parties grant to Second Parties, their heirs, grantees and/or assigns for the benefit of Second Parties' said property, perpetual right in and to said water well and of ingress and egress upon said property of First Parties for the purpose of replacing, repairing or installing new pipes from the shut off valve at the pump house to the Second parties premises.

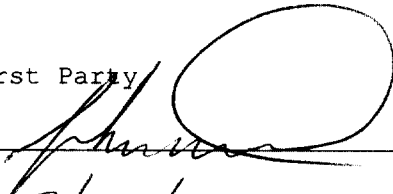
(3) It is mutually covenanted and hereby agreed by all the parties hereto on behalf of themselves, their heirs, grantees and/or assigns,

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.

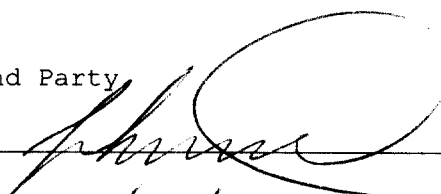
(4) This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

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

First Party


3/24/06

Second Party


3/24/06

STATE OF OREGON)
) ss
County of Klamath)

On 24 March, 2006 personally appeared the above named John Duran
~~And~~ _____ who acknowledged the foregoing
instrument to be his voluntary act and deed.



Before me: Pam Shellito
Notary Public for: Oregon
My Comm expires: Nov 8, 2009