

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

2007-018860

Klamath County, Oregon



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When Recorded Return To:

11/02/2007 03:34:31 PM

Fee: \$31.00

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)

ATZ!65330RS

## COVER SHEET

DOCUMENT: Well Agreement

GRANTOR: Judy M. Hoard

TRUSTEE:

GRANTEE: Charles R. Horner and Sharon L. Horner

CONSIDERATION: \$ 0

DATE: Nov 2, 2007

LEGAL DESCRIPTION: See Attached

#31-A

WELL AGREEMENT

well agreement dated March 24<sup>th</sup>, 2006.

AGREEMENT, November 2, 2007, between Judy M Hoard (First Party), and Buyer Charles R. Horner and Sharon L. Horner (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. 11855 Whispering Pines Dr. Klamath Falls, Or 97603.

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. Also know as T-40, R-08, S-06, TL801.

First Party has 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, pressure tank and pump house 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 equally divided between parcel #1 and parcel #2 from the time parcel #2 connects to and begins to use water. The electricity bill for the well meter will be billed to parcel #1 and parcel #2 will then reimbursed parcel #1 50% of the electric bill for the pump house. Every time a bill is received parcel #2 shall pay Parcel #1 within 30 days.

(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

Judy M. Heard

Second Party

Charles R. Homer  
Sharon J. Homer

STATE OF OREGON                     )  
  ) ss  
County of Klamath                 )

On November 2, 2007 personally appeared the above named Judy M. Heard  
And Charles R. Homer and Sharon J. Homer who acknowledged the foregoing  
instrument to be ~~his~~ their voluntary act and deed.



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