

Richard & Jacqueline Perez

2010-014009

Klamath County, Oregon



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12/09/2010 03:18:58 PM

Fee: \$42.00

Robert Tonelli
CARRI Ann Steffey
8817 McLaughlin
Klamath Falls OR 97601

1st 1653385

WELL AGREEMENT

AGREEMENT, DECEMBER, ²⁰¹⁰1998, between RICHARD M PEREZ AND JACQUELINE PEREZ
first parties, and ROBERT D TONELLI + CARRI ANN STEFFEY, second parties.

WITNESSETH:

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

LOT 2, BLOCK 38 TRACT NO 1084, SIXTH ADDITION TO KLAMATH
RIVER ACRES, 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 1, Block 38 TRACT No 1084, SIXTH ADDITION TO KLAMATH
ACRES, according to the official plat thereof on file
in the office of the County Clerk of Klamath County,
Oregon.

Second parties are purchasing a portion of the property previously owned by the First
Parties, and 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,

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, but the cost
of all future maintenance, replacements and improvements, and electricity for the
pump, of the well and casing shall be born equally by the parties and 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

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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.

- (3) 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 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.

Richard Perez
Jacqueline Perez
First Parties
Robert J. Tonelli
Carri Steffey
Second Parties

STATE OF OREGON)
) ss
County of Klamath)

Personally appeared the above named Richard and Jacqueline Perez first parties and Robert Tonelli and Carri Steffey second parties, and acknowledged the foregoing instrument to e their voluntary act and deed.

Before me:

Adrien Fleek
Notary Public for Oregon

