After recording Return to. Paul Bighy 3226 S. 6925t. K.Falls, OR 97603

2011-001145 Klamath County, Oregon

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01/31/2011 03:35:33 PM

Fee: \$42.00

WELL AGREEMENT

AGREEMENT, January 31, 2011 , 1998, between Paul B. Bigby and Ami L. Bigby, second parties, and Paul B. Bigby and Ami L. Bigby, second parties, and Paul B. Bigby and Ami L. Bigby, second parties, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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

Parcel 2 of Land Partition 52-96 being Parcel 1 of Major Land Partition 78-83 situated in the SW1/4 SW1/4 of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

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

Parcel 1 of Land Partition 52-96 being Parcel 1 of Major Land Partition 78-83 situated in the SW1/4 SW1/4 of Section 28, Township 39 South, Range 9 East of the Willamette Meridian, 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.

> First Parties Second Partie

STATE OF OREGON)	
County of Klamath)	SS

Personally appeared the above named

first parties and

second parties, and acknowledged the

foregoing instrument to e their voluntary act and deed.

Before me:

Jotary Public for Oregon

YOTARY PUBLIC - OREGON COMMISSION NO. 421608 Y COMMISSION EXPIRES SEPTEMBER 23, 2011

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