

AFTER RECORDING

RETURN TO: SHANNON MANN

P.O. BOX 7731

KLAMATH FALLS, OR 97602-0731

2011-002808

Klamath County, Oregon



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02/28/2011 03:32:37 PM

Fee: \$47.00

UTC 89519-LW

Well Agreement

Agreement dated 2/23/11 between Shannon T. Mann first parties and Shannon T. Mann second parties.

Witnesseth

First Parties are the owners of the following described real property
Parcel 1 4027 Hwy 39 Klamath Falls OR 97603, See attached Exhibit A for legal description.

Second Parties are the owners of the following described real property
Parcel 2 4029 Hwy 39 Klamath Falls Or 97603, See attached exhibit A for legal description.

The parties wish to enter into an agreement for the operation, maintenance and repair 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 both parties and their heirs and assigns.

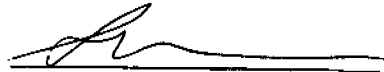
(2) First Parties grant to Second Parties their heirs, grantees and assigns for the benefit of Second Parties" said property perpetual right and easement in an to said water well and ingress and egress upon said property of the First Parties for the purpose of replacing the pipes from the pump to the Second Parties premises which services Second Parties property.

42 PMJ

(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 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 responsible for said prevailing party's attorney fees therein in addition to the usual costs and disbursements provided by law .

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

In Witness Whereof, the parties hereto have hereunder set their hand and seals the day and year first herein written.



First Parties

Second Parties

STATE OF OREGON)

County of Klamath)

Personally appeared the above named.

Shannon T. Mann first parties and

Shannon T. Mann second parties and acknowledge the foregoing instrument to e their voluntary act and deed.

Before me


Notary Public For Oregon

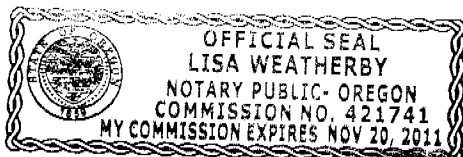


EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at an iron pin on the East right of way line of the Klamath Falls-Merrill Highway which lies South 802.6 feet along the Section line and South 69°43' East a distance of 31.98 feet from the iron axle which marks the West quarter corner of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon and running thence: South along the Easterly right of way line of the Klamath Falls-Merrill Highway a distance of 98.9 feet to an iron pin; thence East a distance of 220 feet to an iron pin; thence North, parallel to the Section line, a distance of 45 feet to an iron pin; thence North 76°14' West a distance of 226.5 feet, more or less, to the point of beginning, in the NW1/4 SW1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.