



10/11/2011 01:34:44 PM

Fee: \$42.00

WELL AGREEMENT

Agreement 11 October 2011, between Gary and Ida Price (First Party) and Ethel Price (Second Party)

Witnesseth

First Party (us) is owner(s) of the following described real property.

Parcel 1 Klamath River Acres 1<sup>st</sup> Addition, Block 15, Lot 7, Keno, Oregon, 17104 Ponderosa Lane, Klamath Falls, Oregon.

Code -097 map R-3907-025C0-02700-000

Water line crosses Block 15, Lot 8 Klamath River Acres, First Addition

Also owned by First Party (s)

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

Parcel 2 Klamath River Acres 1<sup>st</sup> Addition

Block 15 Lot 9 Keno, Oregon 16910 Ponderosa Lane, Klamath Falls, Oregon

Code - 097 map R-3907-025C0-2900-000

- (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. The cost of maintenance, replacement and improvements of the well casing, pressure tank and pump house shall be equally divided between parcel 1 and parcel 2. The electricity shall be billed to second party at \$25.00 per month. Any change in billing shall be mutually agreed on January 1<sup>st</sup> of each year and be in effect for 12 months.
- (2) First parties grant to second parties, their heirs, grantees and or assigns for the benefit of the 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, repair, 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, act or proceeding to enforce any of the covenants or agreements herein contained and/ or 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 such prevailing party's attorney's fees therein; in addition to the usual costs and disbursements provided by law.
- (4) This agreement shall bind in inure to each of said parcel of land and be appurtenant thereto and run therewith.

Returned @ Courthouse

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

First Party Gayle Price, Ida M. Price

Second Party

X Ethel A. Price

**Witnessing or Attesting a Signature**

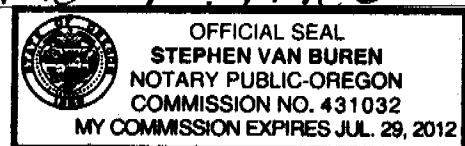
State of OREGON

County of Klamath

Signed or attested before me on Oct 11 2011 by Ethel A. Price

Stephen Van Buren

Notary Public - State of Oregon



10/11/11

State of Oregon  
Co. of Klamath  
For Gary + Ida Price

Linda L. Terry

