

Crystal Benson  
Returned at Counter

## WELL AGREEMENT

2016-011532

Klamath County, Oregon

**DATED:** July 20, 2016

**PARTIES:**



00194401201600115320050054

10/28/2016 11:19:06 AM

Fee: \$62.00

**Lea Bowles**  
**2121 Vine Street**  
**Klamath Falls, Oregon 97601**

**("Bowles")**

**Tyrel Benson**  
**3325 Derby**  
**Klamath Falls, Oregon 97603**

**("Benson")**

### **Recitals:**

**Bowles owns property described as parcel 1 of LP 50-05, Klamath County Oregon (hereinafter "parcel 1").**

**Benson owns property described as Parcel 2 of LP 50-05, of Klamath County, Oregon and commonly known as 3325 Derby St., Klamath Falls Oregon (hereinafter "parcel 2").**

**Bowles owns property described as Parcel 3 of LP 50-05 Klamath County, commonly known as 3317 Derby St., Klamath Falls, Oregon (hereinafter "parcel 3").**

**An existing well and distribution room are located on parcel 3. The well is an artesian well, equipped with a cap and T joint. From this joint there are pipes running to the residences on parcels 1, 2, and 3.**

**The parties that desire that the existing well continue to serve parcels 1, 2, and 3 in the future and that the parties cooperate in the cost of maintaining the same. This agreement shall be recorded so as to appear in the chain of title to the property of each party. It is the intent of the parties that this agreement be binding as to each party's heirs, assigns, grantees, or other successors in interest.**

**The parties wish to further define their respective rights and obligations concerning said well.**

## **AGREEMENT:**

**NOW, therefore, know all men by these presents: That I, Bowles, owner of parcel 1 and 3, for the good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the conditions hereinafter set forth, do hereby grant, sell, and convey unto Bowles, as owner of parcels 1, an undivided one-third (1/3) interest, and 3, an undivided one-third (1/3) interest, and to Benson, the buyer of parcel 2, and undivided one-third (1/3) interest, each in and to said well, heretofore described AND the right to take one-third (1/3) of the water from said well for domestic purposes. Each party agrees that the use of the well shall be limited to domestic use unless the parties later agree otherwise.**

**Access for inspection of the well and distribution room shall be made available upon giving the owner of parcel 1 and 3 a 24 hour notice.**

**Bowles and Benson hereby agree that the owners of all three parcels will contribute as needed for as all repairs, maintenance and replacement costs at 1/3 each.**

**If the well runs dry, caves in, or suffers any other catastrophic and total loss of usefulness, any of the owners of parcels 1, 2, or 3 have the option of drilling a new well on their respective property without right of contribution from the other parties and without being required to share the produce of such well with the other parties. Such election shall also relieve such owner of contributing one-third of the cost of repairs to the shared well. The parties are not required by this agreement to cooperate in a venture to establish another shared well or to restore the existing well, should the loss of the well occur.**

**Each party is free to drill an additional well on their own property without being required to share the produce of the new well with the other party.**

**Each party desires that this Agreement be properly recorded so as to appear in the chain of title to the property of each party, that this Agreement run with the land of each party, And that this Agreement be binding as to each party's heirs, assigns, grantee's or other successors in interest.**

**This agreement supersedes any previously binding agreement, written or verbal, between the parties.**

Lea D Bowles

Lea D Bowles

Tyrel Benson

Tyrel Benson

3 OCT 2016

Date

 COMMISSION NO. 949251  
MY COMMISSION EXPIRES APRIL 11, 2020

MY COMMISSION EXPIRES APRIL 11, 2020

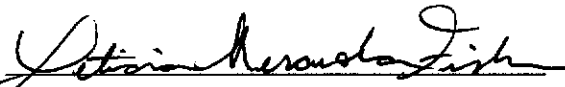
**Witnessing or Attesting a Signature**

State of OREGON

County of Klamath

Signed (or attested) before me on (date) October 3, 2016

by (name(s) of individual(s)) Tyrel Benson



Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 3 of a Well Agreement (title or type of document), dated July 20, 2016, consisting of 3 pages.



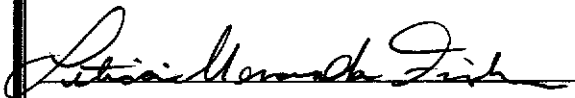
**Witnessing or Attesting a Signature**

State of OREGON

County of Klamath

Signed (or attested) before me on (date) October 3, 2016

by (name(s) of individual(s)) Lea D Bowles



Notary Public - State of Oregon

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