

DEED OF INTEREST IN WELL.

THIS INSTRUMENT Entered into this _____ day of May, 1981, between GARY L. GUGGENMOS and SALLY L. GUGGENMOS, husband and wife, herein referred to as Grantors, and ELDON GUGGENMOS and ROSEMARY GUGGENMOS, husband and wife, and RICHARD JOHNSON and JEAN JOHNSON, husband and wife, herein referred to as Grantees;

WITNESSETH:

WHEREAS, The Grantors are the owners of a tract of land described as Lot 3, Block 8, Yonna Woods, situate in Section 33, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; and

WHEREAS, Grantees, ELDON GUGGENMOS and ROSEMARY GUGGENMOS, are the owners of Lot 5, Block 8, Yonna Woods; and WHEREAS, RICHARD JOHNSON and JEAN JOHNSON, are the owners of Lot 4, Block 8, Yonna Woods; and

WHEREAS, The Parties have drilled a well approximately 600 feet deep on the Grantors' Lot 3 of Block 8, Yonna Woods, and have shared the costs and expenses of constructing a well and installing casing, pump and motor used in connection therewith; and

WHEREAS, The parties desire a written agreement as to the future use of said well, casing, pump and motor; Now, Therefore,

Grantors, in consideration of the sums heretofore expended by the Grantees, and subject to the conditions set forth in this instrument, do hereby grant, sell and convey unto Grantees ELDON GUGGENMOS and ROSEMARY GUGGENMOS, an undivided one-third interest in and to the above-mentioned well, casing, pump and motor, and the right to take one-third of the water from the well and to store such water for domestic use and to convey such water from the well to the Grantees' above-described tract of land by pipe; and

Grantors, in consideration of the sums heretofore expended by the Grantees, and subject to the conditions set forth in this instrument, do hereby grant, sell and convey unto Grantees RICHARD JOHNSON and JEAN JOHNSON, an undivided one-third interest in and to the above-mentioned well, casing, pump and motor, and the right to take one-third of the water from the well and to store such water for domestic use and to convey such water from the well to the Grantees' above-described tract of land by pipe;

Grantors further grant to each Grantee for the use and purpose of conveying such water as above described, an easement

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over and across a strip of land 6 feet in width, the center line of such strip of land beginning at the well and extending in a general Southwesterly direction to the lands of Grantees Guggenmos, and in a general southerly direction to the lands of Grantees Johnson.

This conveyance is made on the further condition that the Grantees, their heirs and assigns shall bear one-third of all expenses incurred in the operation of the above-described pump and motor, and one-third of all expenses for the maintenance of the well and accessories thereto, and that Grantees, their heirs and assigns, shall maintain all pipes in good order so that there shall be no leakage or seepage therefrom that may cause injury to the land and premises of the Grantors.

In furtherance of this agreement, the parties agree to pay \$10.00 a month into a "Well Account", which shall be used for operation and maintenance. The parties agree to continue to pay said \$10.00 monthly until such time as the account shall reach the sum of \$3,000.00. Thereafter the parties agree to make payments under a future agreement.

It is understood and agreed that the respective lots of the Grantors and the Grantees are in a subdivision and that each of the parties agrees that they will not further subdivide their respective lots without permission of the other parties and that it is understood and agreed that this agreement for the ownership and use of the well is limited to the Grantors and the two Grantees, their heirs and assigns.

TO HAVE AND TO HOLD SUCH RIGHT AND EASEMENT TO TAKE WATER AND TO TRANSFER On to and across the land of the Grantors subject to the above conditions, to Grantees, their heirs and assigns forever.

IN WITNESS WHEREOF, The Grantors have hereunto set their hands on the date hereinabove written.

GARY L. GUGGENMOS
GARY L. GUGGENMOS.

SALLY L. GUGGENMOS
SALLY L. GUGGENMOS.

STATE OF OREGON,

County of Klamath.

) ss.

May 29, 1981,
Personally appeared GARY L. GUGGENMOS and SALLY L. GUGGENMOS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

Robert R. Puckett
Notary Public for Oregon.

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PROCTOR, PUCKETT & FAIRCLO
ATTORNEYS AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

My Commission expires:

1/11/83

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the
29th day of May A.D., 1981 at 1:26 o'clock P.M., and duly recorded in

Vol M81 of Deeds on page 9565.

Fee \$ 7.00

EVELYN BIEHN

COUNTY CLERK

By Debra A. Parry Deputy