

117C-17340  
WATER WAY EASEMENT  
AND  
WELL AGREEMENT

Vol. 187 Page 1989

71164

THIS AGREEMENT made by and between ROBERT G. WEBB and DOROTHY I. WEBB, husband and wife, hereinafter called "WEBB", and STEPHEN W. BLOSS and RUTH L. BLOSS, husband and wife, hereinafter called "BLOSS".

R E C I T A L S

A. WHEREAS, "BLOSS" was previously the owner of two certain parcels of real property which are referred to hereinafter, which said parcels of real property previously utilized waters from a well, located on one specific parcel of property; and

B. WHEREAS, as a result of a sale by "BLOSS" to "WEBB", one of the two said parcels of property has passed into the ownership of "WEBB";

C. WHEREAS, "WEBB" and "BLOSS" desire to enter into an agreement to allow for the use and maintenance of the well, pump, pipes, and casings, as well as to enter into an agreement to allow for the maintenance and use thereof; and

D. WHEREAS, as a result of the sale from "BLOSS" to "WEBB", "WEBB" has become the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

"The North one-half of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

SAVING AND EXCEPTING the Northerly 30 feet and the Westerly 30 feet thereof for roadway purposes."

hereinafter referred to as "WEBB PROPERTY"; and

WHEREAS, contemporaneous with sale of the aforesaid property, "BLOSS" has retained ownership of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

"The South one-half of the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

SAVINGS AND EXCEPTING the Westerly 30 feet thereof for roadway purposes."

hereinafter referred to as "BLOSS PROPERTY".

W I T N E S S E T H:

The parties agree as follows:

1. That "BLOSS" and "WEBB" shall each have an undivided one-half interest in the water, pump, piping, and casing of that certain well located on "WEBB PROPERTY" and generally described as follows:

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"BEGINNING at the southwest corner of the "WEBB PROPERTY" hereinabove described; running thence in an easterly direction a distance of 200 feet; running thence northerly a distance of 25 feet to the point of location of the subject well."

which said well shall be hereinafter referred to as "JOINT WELL."

2. Each party grants to the other an easement to appropriate water from "JOINT WELL" hereinabove described.

3. Each party grants to the other the right of ingress and egress to use and maintain the well, pump, pipings, and casings as they are now situated.

4. For so long as "BLOSS" (or his successors in interest) shall not be drawing water from the well for use on "BLOSS PROPERTY", "WEBB" shall have the exclusive duty to maintain the well, pump, casings, and pipes referred to hereinabove as "JOINT WELL". Such duty shall continue for so long as "WEBB", or his successors in interest, shall desire to continue to utilize waters from the said well.

5. In the event that "BLOSS" (or his successors in interest) shall begin to utilize waters from "JOINT WELL", then and upon the happening of such event, each of the parties, and/or their successors in interest, shall pay one-half of all costs to maintain in the present condition the well, pump, pipes and casings, for "JOINT WELL." The parties further agree that before any major expense is incurred, the parties shall jointly agree to the nature and amount of such expenditure, before work is commenced, and before any such expense is incurred.

6. In the event that any party of this agreement fails to pay his or her proportionate share of costs upon demand, the other party may terminate the defaulting party's right to use the water during the period of default, and may file a lien upon the real property of the defaulting party by filing a "NOTICE OF LIEN" under this agreement with the County Clerk of Klamath County, Oregon. Any non-defaulting party may foreclose the lien as provided by ORS Chapter 88 and shall be entitled to attorney fees in such foreclosure.

7. "WEBB" further grants an easement 10 feet in width over and across "WEBB PROPERTY" which said easement or easements shall run from "JOINT WELL" as hereinabove described in a generally southerly direction to a point on the southerly property line of "WEBB PROPERTY" which is 200 feet from the southwesterly corner thereof.

8. The rights created by this Agreement shall run with the land and in the event any party sells the land subject to the within Water Way Easement and Well Agreement, the purchaser shall be bound by this agreement.

9. This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors, and assigns. In construing this instrument, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year set forth hereinbelow.

1991

Date: x 1-28-87

Date: x 1-28-87

x Robert G. Webb  
ROBERT G. WEBB

x Dorothy I. Webb  
DOROTHY I. WEBB

Date: 2/5/87

Date: 2/5/87

Stephen W. Bloss  
STEPHEN W. BLOSS

Ruth L. Bloss  
RUTH L. BLOSS

STATE OF OREGON )  
County of Klamath ) ss.

PERSONALLY appeared the above-named STEPHEN W. BLOSS and RUTH L. BLOSS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

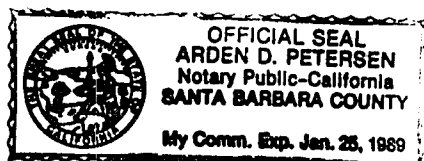
Before me:

Samuel J. Prince  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/1/88

STATE OF CALIFORNIA )  
County of SANTA BARBARA ) ss.

PERSONALLY appeared the above-named ROBERT G. WEBB and DOROTHY I. WEBB, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Arden D. Petersen  
NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires: 1-25-89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of February A.D., 19 87 at 3:19 o'clock P M., and duly recorded in Vol. M87 day  
of Deeds on Page 1989

FEE \$13.00

Evelyn Biehn, County Clerk  
By Sam Smith