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K 15908
WATER WAY EASEMENT
AND
WELL AGREEMENT

THIS AGREEMENT is made this 3rd day of January, 1994,
and is by and between Dennis L. & Susan C. Oden, hereinafter called
"Oden", and Roger & Gwyn Stevens, hereinafter called "Stevens";

R E C I T A L S

A. Roger & Gwyn Stevens are the present owners of the
following described real property located in Klamath Falls, Oregon,
hereinafter referred to as the "Stevens Property":

Parcel 2 of Land Partition 42-92, being a
portion of Tract 19 of Junction Acres,
situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township
39 South, Range 10 East of the Willamette
Meridian, Klamath County, Oregon.

B. Dennis L. & Susan C. Oden are purchasing the following
described real property located in Klamath Falls, Oregon,
hereinafter referred to as the "Oden Property":

Parcel 3 of Land Partition 42-92, being a
portion of Tract 19 of Junction Acres,
situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township
39 South, Range 10 East of the Willamette
Meridian, Klamath County, Oregon.

C. Stevens and Oden 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 granting a
reciprocal easement over and across the properties to allow access
to the water from said well and to perform maintenance upon the
pump, pipes, and casings thereof.

RETURN TO: KLAMATH COUNTY TITLE COMPANY
422 MAIN STREET
KLAMATH FALLS, OREGON 97601

A G R E E M E N T

The parties agree as follows:

1. For and in consideration of the reciprocal covenants contained herein, Stevens grants to Oden and Oden grants to Stevens the use of water from that certain well generally located on the boundary line dividing the aforementioned properties approximately 144 feet North of Booth Road.
2. Stevens grants to Oden and Oden grants to Stevens an easement to appropriate water from the well hereinabove described.
3. Stevens grants to Oden and Oden grants to Stevens the right of reasonable ingress and egress upon each other's property to use and maintain the well, pump, pipings, and casings as they are now situated.
4. The cost for maintenance and repair of the well, including, but not limited to, the well casing, the well pump, filters, valves, pipes, and other accessory equipment necessary for the pumping of the well shall be shared equally by Stevens and Oden.
5. Each party shall be solely responsible for the cost of installation, and the cost of maintenance and repair of any and all facilities and equipment necessary for supplying water to that party's property. The parties agree that this paragraph applies only to the facilities and the equipment necessary for that party's beneficial use of the well separate from the facilities and equipment necessary for the other party's beneficial use of the well, and does not include the equipment and facilities necessary for extraction of water from the well up to the place where a party has diverted water for that party's separate use.
6. The parties mutually agree and covenant with the other party that their use of the production from the well shall be only for domestic use of one single family dwelling including spas and swimming pool on each of the parcels and for irrigation purposes for plants, lawns and shrubbery on each of their respective parcels. The parties hereto further agree that this agreement is exclusive between the parties hereto, and neither shall enter into any agreement, nor shall any party consent to nor allow any proceeding or action that would give any third party any interest whatsoever in the well and the production therefrom without the prior express written consent of the other party having first been obtained.
7. In the event that the production of the water from the well becomes insufficient to serve both parcels, the parties agree that they will equally share the expense to make the necessary improvements to the well, including, but not limited to the expense of enlarging the well or extending the depth of the

well, so that each party can continue to enjoy the water produced from the well. The parties agree that insufficient production shall be determined by the water actually produced from the well, and if either parcel is receiving an insufficient supply of water because of the inadequacy or lack of maintenance of the facilities (pipelines, valves, pumps, holding tank, etc.) for delivery of water to the parcel, no improvements to the well shall be required. The intent of the parties hereto is that both parties shall install and maintain adequate facilities for delivery of water to their respective parcels, and neither party shall be able to penalize the other party if the other party fails to install and maintain adequate facilities.

8. In the event that an action is commenced by either party to enforce or construe any material provision of this agreement, or because of a claim of breach or default by the other party of any material obligation required of the other party under the terms of this agreement, the prevailing party shall be entitled to recover from the other party his or her costs and disbursements, including reasonable attorney's fees, incurred in prosecuting or defending against such action, in addition to any other relief granted by the court.
9. This agreement shall insure to the benefit of, and be binding upon, the parties hereto and their respective heirs, transferees, assigns, successors, and executors, administrators and personal representative. The easements granted herein shall run with the land.
10. In the event either party fails to pay their proportionate share of costs within 30 days written notice, the party not in default may file a lien upon the real property, the party not in default may file a lien upon the real property of the party with the County Clerk of Klamath county, Oregon. The party not in default may foreclose the lien as provided by ORS Chapter 88 and shall be entitled to attorney fees in such foreclosure.

In witness hereof, each party has executed this agreement as of the date hereinbefore set forth, and each party acknowledges that such execution is his or her free act and deed.

Dennis L. Oden
DENNIS L. ODEN

Susan C. Oden
SUSAN C. ODEN

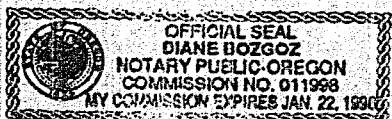
Roger Stevens
ROGER STEVENS

Gwyn Stevens
GWYN STEVENS

STATE OF OREGON)
 : ss.
County of Klamath)

Personally appeared the above named Dennis L. Oden and Susan C. Oden and acknowledged that the foregoing instrument to be their free act and deed.

DATED before me this 10 day of December, 1993.

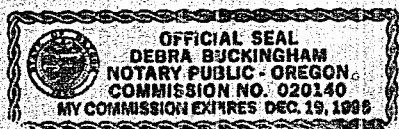


Diane Bozgoz
NOTARY PUBLIC FOR OREGON
My Commission Expires 1-22-96

STATE OF OREGON)
 : ss.
County of Klamath)

Personally appeared the above named Roger Stevens and Gwyn Stevens and acknowledged that the foregoing instrument to be their free act and deed.

DATED before me this 3rd day of ~~December~~ January, 1994 ~~1993~~.



Debra Buckingham
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-19-96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath-County Title co the 3rd day of Jan A.D., 19 94 at 3:01 o'clock P.M., and duly recorded in Vol. M94 of Deeds on Page 127

FEE \$45.00

Evelyn Biehn County Clerk
By Paulene Muelens