

MTC 50361-LW

GRANTEES NAME AND ADDRESS: Robert and Wanda Hall
P. O. Box 467
Keno, OR 97627
and
Garry and Dianna Hartley
7822 Big Buck Lane
Klamath Falls, OR 97601

AFTER RECORDING, RETURN TO: Robert and Wanda Hall
P. O. Box 467
Keno, OR 97627
and
Garry and Dianna Hartley
7822 Big Buck Lane
Klamath Falls, OR 97601

WATER WAY EASEMENT...AND WELL AGREEMENT

THIS AGREEMENT made by and between GARRY HARTLEY and DIANNA HARTLEY, hereinafter called "HARTLEY", and ROBERT HALL and WANDA HALL, hereinafter called "HALL";

RECITALS

A. "HARTLEY" and "HALL" desire to enter into an agreement to allow for the use and maintenance of the well, pump, pumphouse, pipes, and casings, as well as to enter into an agreement to allow for the maintenance and use thereof; and

B. "HARTLEY" is the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows:

LOT 13, BLOCK 37, KLAMATH RIVER ACRES 6TH ADDITION.
Situs: 7822 Big Buck Lane, Klamath Falls, OR 97601.

hereinafter referenced to as "HARTLEY'S PROPERTY"; and

C. "HALL" is owner of that certain real property located in the County of Klamath, State of Oregon, legally described as follows, to wit:

LOT 14, BLOCK 37, KLAMATH ACRES 6th ADDITION.
Situs: 7914 Big Buck Lane, Klamath Falls, OR 97601

hereinafter referred to as "HALL'S PROPERTY".

AGREEMENT

The parties agree as follows:

1. That each party will have an undivided one-half interest in the water, pump, pumphouse, piping and casing of that certain well located on "HARTLEY'S PROPERTY" and generally described as follows:

"Beginning at the north connecting point of "HARTLEY'S PROPERTY" AND "HALL'S PROPERTY" the pumphouse is located 162 feet northwest of said corner marker. Waterlines run 130 feet southeast of pumphouse to "HALL'S PROPERTY" line which is 85 feet south of north corner marker of "HARTLEY'S PROPERTY" and "HALL'S PROPERTY". Said well or pumphouse will be hereinafter referred to as the "WELL".

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

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

4. "HARTLEY" shall have the duty to maintain that well referred to hereinabove as "WELL" for so long as HALL", or his successors in interest, shall desire to continue to utilize waters from said "WELL". 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, pumps, pumphouse, pipings and casings for the "WELL".

5. Any major expense to be incurred shall be agreed on by the parties before such expense are incurred and before work is commenced.

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 his agreement with the County Clerk of Klamath County, Oregon. Any non-defaulting party may foreclose the lien as proved by ORS Chapter 88 and shall be entitled to attorney fees in such foreclosure.

7. "HARTLEY" further grants an easement over and across "HARTLEY'S PROPERTY" which said easement or easements shall run from the "WELL" as hereinabove described in a generally southeasternly direction to a point on the easterly property line of HARTLEY'S PROPERTY" 130 feet southeast of the pump house to "HALL'S PROPERTY" located at 85 feet from corner marker of northerly connecting point of "HARTLEY'S PROPERTY" to "HALL'S PROPERTY". (See #2)

8. Inasmuch as the electrical service for the pump is connected on "HARTLEY'S PROPERTY", the parties agree that "HARTLEY" shall be entitled to receive reasonable reimbursement for the use of such electricity to pump water to "HALL'S PROPERTY". Therefore, until such time as the pump is separately metered, "HALL" shall be required to pay to "HARTLEY" the sum of FIFTEEN and no hundredths DOLLARS (\$15.00) for each month. With mutual consent this amount may be increased in direct relation to future increases by the electric utility company. Said payment shall be deliver to "HARTLEY" on or before the first (1st) day of each month.

9. At such time as the parties shall provide for a separate meter for the pump, each party shall be responsible to pay one-half of the electrical service billed for the pump.

10. The rights created by this Agreement shall run with the land, be binding to heirs, successors and assigns, and shall be recorded in the records of Klamath County. Grantees from the parties hereto shall receive title subject to and be benefited by the terms of this agreement. This agreement may not be modified unless owners of both (2) parcels agree in writing to such modification and such modification is recorded in the records of Klamath County.

IN WITNESS WHEREOF the parties have set their hands and seals this 10 day of Feb., 2000.

Garry T. Hartley
GARRY T. HARTLEY

Dianna L. Hartley
DIANNA L. HARTLEY

Robert G. Hall
ROBERT G. HALL

Wanda J. Hall
WANDA J. HALL

STATE OF OREGON)
County of Klamath) ss.

PERSONALLY appeared the above named GARRY T. HARTLEY and DIANNA L. HARTLEY, and ROBERT G. HALL and WANDA J. HALL, acknowledged the foregoing instrument to be their voluntary act and deed.

Before Me:

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6-24-2001

