

200 AUG 21 PM 2:30

Vol MOO Page 30624

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 31st of July 1998 between Dorothy M. Steckly, herein referred to as "Grantor", and Donald L. Graber & Joyce Graber, his wife as "Grantees".

Grantor is the owner of the property described as: That portion of the property lying S'ly of the S. Boundary of the Klamath Falls - Lakeview Highway No. 140:

That portion of the N.E. one quarter (1/4) of Sect. 21, T. 36S, R. 13 East of the Willamette Meridian, Klamath County, Oregon, Lying W'ly of a line Parallel to and 440' distant E'ly from the W. line of said NE one Quarter (1/4), said 440' measured at right angles to said west line.

Grantees are the owners of the property described as: The NE 1/4 NW 1/4 Except the East 440 feet and also Except the West 440 feet of Section 21, T. 36 S. Range 13 EWM. Klamath County, Oregon.

There is a water well located on the property owned by the Grantor herein. It is the intent of the parties hereto that said parties shall have equal rights to withdraw water from said well for use on the above described property and that the owners of these properties shall pay 1/2 of the cost of maintaining the said well and casing.

In addition to the aforementioned the Grantor herein shall pay to the Grantee the sum of \$15.00 per month for the electrical costs to operate the well. This agreement shall remain in effect so long as these payments are maintained.

It is mutually covenanted and agreed by the parties on behalf of themselves and their respective heirs, successors, grantees and assigns as follows:

The parties interest in the water from said well is limited to supplying water for domestic and irrigation use on the above described lots.

In the event that any repair or replacement of the well or well casing or one or more of the pipes in the well, the parties expressly agree to cooperate fully in allowing said repair or replacement to be made as soon as the necessary equipment, equipment operator and supplies can be obtained to make such repair or replacement. The parties further agree to pay for or to arrange for the payment of their respective share of the costs of said repair or replacement as soon as is reasonably possible.

In the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements

26

herein contained and or for damages for the breach of the same, the Courts, including Appellate Courts, shall award the prevailing party in such a suit, action, or proceeding such sums as it may adjudge reasonable for said disbursements provided by law.

This agreement shall bind and inure to each of the said parcels of land and be appurtenant thereto and run therewith.

In Witness Whereof, the parties have executed this Agreement as of the day and year first herein written.

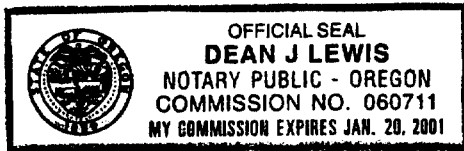
Dorothy Steckly

Donald Graber
& Donald Graber 8-16-00

Dorothy Steckly

Dorothy Steckly 8/17/00

Gaye Graber
Gaye Graber 8/16/00



Dean J. Lewis



Leslie L. Thomas