

After recording, return to:

Linda A. Kenyon  
P. O. Box 951  
Keno, Oregon 97626

Vol MQ1 Page 19980

'01 MAY 1 PM 3:26

mtc 53614 - ms

### GRANT OF EASEMENT AND SHARED WELL AGREEMENT

This agreement is made this 30<sup>th</sup> day of April, 2001, between Benjamin J. Hartz, hereinafter referred to as Grantor, and Linda A. Kenyon, hereinafter referred to as Grantee.

Grantor is the owner of property described as Lot 3, Block 15, FIRST ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Grantee is the owner of Lot 2, Block 15, said Subdivision.

There is a water well located on a Southwest portion of the above described Lot 3.

It is the intent of the parties hereto that said lots shall have equal rights to withdraw water from said well for use on the above described lots and that the owner(s) of each lot shall pay one-half the cost of maintaining the said well, well casing, and pump.

Grantor does hereby grant, sell and convey to Grantee, for the sum of \$10.00 in hand paid, an undivided one-half ownership in the above described well and conveys to Grantee the right to take water from said well and to convey such water from the well to Grantee's above described property by pipe; and

Grantor hereby further grants to Grantee an easement across said Lot 3 to the well located on said Lot 3 for the installation, maintenance and repair of Grantee's water delivery system. Said easement shall be perpetual and run with said Lot 2. Said easement is to be located in the most direct and practicable route as decided upon by the parties when Lot 2 is developed.

The parties also agree that whichever owner first develops his lot and puts in a pump will be reimbursed for half the cost of the pump and any other costs in connection with making the well usable. The owner of the second lot to be developed will pay his own costs of connecting to the well.

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

(1) The owner of the lot which is first developed will keep all records and receipts of all costs of developing the well for use, copies of which will be provided to the owner of the second lot to be developed to verify the cost, of which grantee shall pay half.

(2) Grantee, her heirs, successors and assigns, shall be responsible for half the maintenance, repair, or replacement of the pump, pipes, and equipment on Grantor's lot which serve both Grantor's and Grantee's property, and shall be solely responsible for all costs in connection with any pump, pipes and

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+ 5.00

equipment that serve Grantee's property solely. Grantee, her heirs, successors and assigns, shall pay for, at her sole expense, any damage done to Grantor's said premises in such maintenance, repair, replacement or improvement of the well, well casing, pump, and other equipment, including water pipe lines.

(3) The water from said well shall be used solely for domestic water and irrigation purposes.

(4) In the event that any repair or replacement of the well or well casing or one or more of the pipes in the well is necessary, 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.

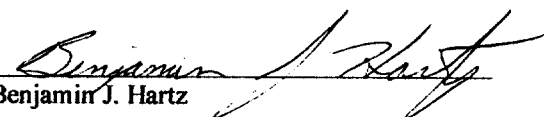
(5) In the event that any owner of either of said parcels of land shall at any time hereinafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of same, the Courts, including Appellate Courts, shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's fees therein, in addition to the costs and disbursements provided by law.

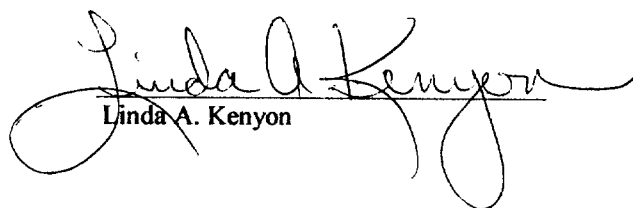
(6) Should a provision of this agreement be found by any Court to be unenforceable, the parties hereto agree that the remaining provisions shall not be nullified thereby, but shall continue in full force and effect.

(7) Should the parties to this agreement decide to change any of the terms of this agreement, said changes to this agreement shall be written and recorded in the records of Klamath County as an Addendum to, or Modification of, this Agreement. Should Grantee, her heirs, successors and assigns choose not to share Grantor's well, Grantee, her heirs, successor and assigns will release all rights to said well and the easement running to said well in writing, and said release instrument shall be recorded in the records of Klamath County.

This agreement shall bind and inure to each of 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.

  
Benjamin J. Hartz

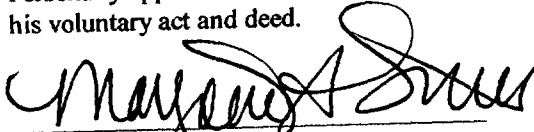
  
Linda A. Kenyon

19902

State of Oregon  
County of Klamath

Dated before me 4-30-01

Personally appeared the above named Benjamin J. Hartz and acknowledged the foregoing instrument to be his voluntary act and deed.

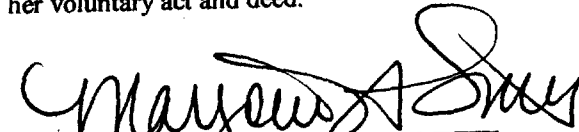
  
Notary Public For Oregon



State of Oregon  
County of Klamath

Dated before me 4-30-01

Personally appeared the above named Linda A. Kenyon and acknowledged the foregoing instrument to be her voluntary act and deed.

  
Notary Public For Oregon



State of Oregon, County of Klamath  
Recorded 05/01/01, at 3:26 p.m.  
In Vol. M01 Page 19900  
Linda Smith,  
County Clerk Fee \$ 36<sup>00</sup>