

01 NOV 8 PM3:11

Attn
Linda B

Vol M01 Page 57511

1
2 MTC 1396 - 3326
3 WELL MAINTENANCE AGREEMENT / OWNERSHIP INFORMATION
4

5 This agreement is made this 24th day of October, 2000 between Carolyn A. Ramirez,
6 herein referred to as "Grantor" and George MacKenzie herein referred to as "Grantee."

7
8 Grantor is the owner of property described as Parcel 2 of land partition 51-95 and lot 8 of
9 tract 1332 Scenic Valley, Klamath County, Oregon.

10
11 2) Grantee are the owners of Property described as lot 7 of tract 1332, Scenic Valley,
12 Klamath County, Oregon.

13
14 3) There is a water well located on the the northeast corner of lot 7 adjoining lot 8 and
15 parcel 2 of land partition 51-95, Scenic Valley. It is the intent of the parties hereto that said lots
16 and parcel, shall have equal rights to withdraw water from said well for use on the above
17 described lots and that the owners of each said lot shall pay one-third of the cost of maintaining
18 the said well and well casing.

19
20 Therefore in consideration of the sum of \$10.00, receipt of which is hereby
21 acknowledged, and subject to the conditions set forth in this instrument:

22
23 1) Grantor does hereby grant, sell and convey to Grantee an undivided one-third
24 ownership of the above described well and conveys to grantees the right to take water from said
25 well and to convey such water from the well to Grantee's above-described property by pipe; and
26

27
28
29 It is mutually covenanted and agreed by the parties on behalf of themselves and their
30 respective heirs, successors, grantees and assigns as follows:

31
32 A. Grantees, their heirs, grantees and assigns, shall be solely responsible for the
33 maintenance, repair and replacement of the pump, pipes, and other equipment which serve their
34 said property and shall repair or pay for, at their sole expense, any damage done to Grantor's said
35 premises in such maintenance, repair and replacement, and shall pay one-third of all future costs
36 of maintenance, repair, replacement and improvement of the well and well casing.

37
38
39 AMERITITLE has recorded this
instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

GRANT OF EASEMENT & WELL MAINTENANCE AGREEMENT - Page 1

Return to Carolyn A Ramirez
425 Fock St Eugene, Ore

97402

31.000

*add
Linda - B*

57512

40 B. Grantor, its successors, grantees and assigns, shall be solely responsible for the
41 maintenance, repair and replacement of the pump, pipes and equipment which serve its said
42 property and shall repair or pay for, at its sole expense, any damage done to Grantees' said
43 premises in such maintenance, repair and replacement, and shall pay two-thirds of all future costs
44 of maintenance, repair, replacement and improvement of the well and well casing.
45

46 Provided, however, that the parties acknowledge that Grantor intends to sell its said lots
47 and that at the time of sale of its lots Grantor shall require the purchaser(s) of said lots to sign and
48 record a Grant of Easement and Well Maintenance Agreement containing terms and conditions
49 substantially the same as this Agreement. At such time as Grantor has sold its said lots and the
50 Well Agreements have been recorded, Grantor shall have no further liability for the performance
51 of the Agreement.
52

53 C. The parties interest in the water from said well is limited to supplying water for
54 domestic and irrigation use on the above described lots.
55

56 D. In the event that any repair or replacement of the well or well casing or one or more of
57 the pipes in the well, the parties expressly agree to cooperate fully in allowing said repair or
58 replacement to be made as soon as the necessary equipment, equipment operator and supplies can
59 be obtained to make such repair or replacement. The parties further agree to pay for or to arrange
60 for the payment of their respective share of the costs of said repair or replacement as soon as is
61 reasonably possible.
62

63 E. In the event that any owner of either of said parcels of land shall at any time hereafter
64 institute any suit, action or proceeding to enforce any of the covenants or agreements herein
65 contained and/or for damages for the breach of the same, the Courts, including Appellate Courts,
66 shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge
67 reasonable for said disbursements provided by law.
68
69

attn Linda B

57513

F. 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.

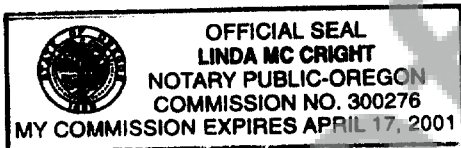
Carolyn A Ramirez
Grantor

[Signature]
Grantee

STATE OF OREGON County of Deschutes) ss.

Personally appeared the above named Carolyn A. Ramirez and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 24 day of October, 2000.

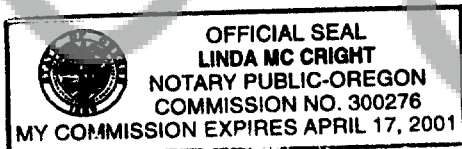


Linda Mc Cright
Notary Public for Oregon
My Commission Expires: 04-17-01

STATE OF OREGON County of Deschutes) ss.

Personally appeared the above named George MacKenzie and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 24 day of October, 2000.



Linda Mc Cright
Notary Public for Oregon
My Commission Expires: 04-17-01

State of Oregon, County of Klamath
Recorded 11/08/01 3:11 p. m.
In Vol. M01 Page 57511
Linda Smith,
County Clerk Fee\$ 31⁰⁰