

State of Oregon, County of Klamath  
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Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

COVER SHEET

WELL EASEMENT, RECOGNITION OF PRIOR EXISTING EASEMENT

Grantor: Edwin Kenneth Vieira  
Grantee: Edwin J. Vieira

## WELL EASEMENT, RECOGNITION OF PRIOR EXISTING EASEMENT

This agreement is by and between EDWIN KENNETH VIEIRA, hereinafter referred to as "Kenneth" and EDWIN J. VIEIRA, hereinafter referred to as "Edwin."

It is recited and agreed that:

--Edwin owns real property described as the NW1/4 of the SE1/4, the NE1/4 of the SE1/4 and SW1/4 of the SE1/4 of Section 23, Township 36 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon, herein referred to as Parcel A.

--Kenneth owns real property described as the NW1/4 of Section 23, Township 36 South, Range 11 East of the Willamette Meridian in Klamath County, Oregon herein referred to as Parcel B.

--There is located a well on Parcel A located approximately 13 feet south and 360 feet east of the center corner of said Section 23.

--There is further located on Parcel A a turbine pump for delivery of water to Parcel B and an electric booster pump for sprinkler irrigation on Parcel A.

--Parcel B has benefited by the operation of such well, pumps and delivery improvements on and across Parcel A for a period in excess of ten years and such use existed when Parcels A and B were under common ownership, including as established in Oregon Water right Application No. G-7088, Permit No. G-5818; it is understood that easements were created by implication upon separation of Parcel B from the common ownership with Parcel A.

--It is the intent of the parties to memorialize the easement for such water delivery.

Therefore, the undersigned owners hereby declare and re-establish such easements to be placed of record as recited herein.

The undersigned declare as follows:

1. EASEMENTS: Easements are hereby created to burden Parcel A and for the mutual benefit of Parcel A and Parcel B. The easements shall be for maintaining and utilizing the above described facilities located on Parcel A for water delivery to Parcel B, including not limited to well, well casing, well pump and water delivery lines, and/or ditches running from the well to Parcel B. Owners of each parcel shall be responsible for non-common water delivery lines to their respective parcels.

2. LOCATION: The easements shall be located at the existing location of such structures and facilities as above described and as generally marked on the map attached hereto as Exhibit "A."

3. USE: It is understood that the owners of said real property may utilize the easements for purposes irrigation.

4. INGRESS AND EGRESS: The owners of both parcels have the right of ingress and egress to maintain and reconstruct common facilities subject to the provisions herein, including that it is anticipated that the owners of Parcel A shall be responsible for the maintenance and operation of the facilities, with reimbursement for certain items to be paid by the owners of Parcel B as herein set forth. In the event that the owner of Parcel A should fail or refuse to make such repairs or maintenance to common facilities, then the owners of Parcel B may make such repairs and reimbursement shall come from the owners of Parcel A in a similar procedure as set forth in paragraph 6 below.

5. RUNS WITH THE LAND: These easements shall run with the land.

6. COMMON MAINTENANCE: The owner of Parcel A shall be responsible for overseeing the maintenance of the common facilities, for paying the costs of electricity for such pumps. Owners of Parcel B shall reimburse said costs of maintenance and electricity by paying such amounts according to the actual use benefiting Parcel B. The owners of Parcel A shall deliver to the owners of Parcel B statements of costs for reimbursement at regular intervals and such owners shall, within 30 days of receipt of statements, pay to the owners of Parcel A such amounts attributed to Parcel B prorated according to use. It is recited that initially the owners of Parcel B shall be responsible for 50% of such maintenance and costs associated with common facilities, and the parties may agree to other percentages as is fair and equitable. In the event that such prorates are not agreed to, then the parties shall determine such items by arbitration as below set forth.

7. ARBITRATION: In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit to arbitration where each party appoints one arbitrator and the two arbitrators appoint a third. The three arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties.

8. ATTORNEY FEES: If suit or action is instituted to enforce any of the provisions of this Restriction, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

WHEREFORE, Edwin and Kenneth have hereunto set their hands this 14<sup>th</sup> day of March, 2000.

Edwin H. Vjira  
Ed H. Vjira

STATE OF OREGON        ]  
                                  ] ss.  
County of Klamath]

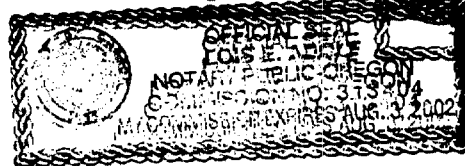
381

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day  
of March, 2000, by EDWIN J. VIEIRA.

Lois E. Adolf  
Notary Public for Oregon  
My Commission expires:



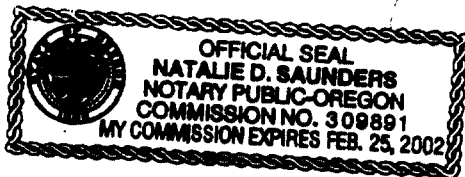
OFFICIAL SEAL  
LOIS E. ADOLF  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 313404  
MY COMMISSION EXPIRES AUG. 3, 2002



STATE OF OREGON        ]  
                                  ] ss.  
County of Klamath]

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day  
of March, 2000, by EDWIN KENNETH VIEIRA.

Natalie D. Saunders  
Notary Public for Oregon  
My Commission expires: Feb. 25, 2002



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AUG 25 1975

WATER RESOURCES DEPT  
SALEM, OREGON

382

HARRY E. MITCHELL

RT. 1 BOX 191

TULELAKE, CALIF., 96134

SEC. 23, T 36 S, R 11 E, WM.

Application No. G-7088

Permit No. G-5818

FIELD COPY

