

'02 APR 5 PM 12:28

Vol M02 Page 20115

State of Oregon, County of Klamath  
Recorded 04/05/2002 12:28 p m.  
Vol M02, Pg 20115-16  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

WELL EASEMENT

\* \* \* \* \*

201

We, the undersigned, are owners of the following described real property:

Lot 65 and Lot 66, Second Addition to Sportsman Park, Klamath County, Oregon

IN CONSIDERATION, of our mutual interest as owners of real property, hereby covenant and agree with one another as follows:

Grantors own Lots 65 and 66, Second Addition to Sportsman Park, Klamath County, Oregon.

Located on Lot 65 is a well, together with casing and a pump used in connection therewith belonging to the undersigned. Therefore, we do hereby grant to Lot 66, Second Addition to Sportsman Park, Klamath County, Oregon, an undivided one-half interest in and to the above-mentioned well, casing and pump and the right to take one half of the water from the said well and to store such water for domestic purposes, and reserving for ourselves an undivided one-half interest in and to said well, casing and pump together with the right to take one half of the water. Reserving also to the undersigned the right to convey such water from said well to Lot 65, Second Addition to Sportsman Park, Klamath County, Oregon, by means of a pipe. The undersigned also hereby reserves for themselves the right to store and convey said water across Lot 65 from the location of the said pump located on Lot 66, Second Addition to Sportsman Park, Klamath County, Oregon.

This conveyance is made on the condition that the future Grantees of Lot 66 and the Grantors, their heirs and assigns, will each bear one-half of all expenses incurred in the

WELL EASEMENT, PAGE ONE.

operation of said pump and one-half of the maintenance of said well and accessories thereto, and that the Grantees of said lot, their heirs and assigns, shall maintain any tank, pipe and ditches regarding said water transfer in good order and condition.

This agreement shall extend to the heirs and assigns of all subsequent purchasers of both said lots above described.

Further, this agreement shall extend until such time as a domestic water supply is furnished the properties herein described from any other source acceptable to the Director of Veteran's Affairs, of the State of Oregon.

IN WITNESS WHEREOF, the Grantors have signed this Well Easement this 30 day of September, 1983.

*Edward G. Bowers*  
EDWARD G. BOWERS

*Marjorie M. Bowers*  
MARJORIE M. BOWERS

STATE OF OREGON            )  
                                      ) ss.  
County of Klamath        )

Personally appeared the above-named EDWARD G. BOWERS and MARJORIE M. BOWERS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

*Susan Kay Way*  
Susan Kay Way  
Notary Public for Oregon  
My commission expires 6/4/1985  
~~NOTARY PUBLIC FOR OREGON~~  
My Commission Expires: \_\_\_\_\_