

State of Oregon, County of Klamath
Recorded 05/10/02. at 8:19 a.m.In Vol. M02 Page 27896-98Linda Smith,
County Clerk Fee 31.00 Pgs. 3

02 MAY 10 AM 8:19

**WELL MAINTENANCE AGREEMENT
AND GRANT OF EASEMENT**

This agreement is made this 10 day of May, 2002 between George Mackenzie, herein referred to as "Grantor", George MacKenzie, herein referred as Grantee and Carolyn A Ramirez, herein referred as "Grantee #2"

1) Grantor is the owner of property described as lot 7 of tract 1332, Scenic Valley subdivision

2) Grantee is the owner of Property described as lot 8 of tract 1332, Scenic Valley, Klamath County, Oregon

3) Grantee #2 is the owner of Property described as lot 6 of tract 1332, Scenic Valley, Klamath County, Oregon

4) There is a water well located on the northeast corner of lot 7, adjoining lot 8 and adjoining lot 6, Scenic Valley. It is the intent of the parties hereto that said lots and parcel, shall have equal rights to withdraw water from said well for use on the above described lots and that the owners of each said lot shall pay one-third of the cost of maintaining the said well and well casing, and primary pressure tank located on lot 7 including feedline thereto.

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

1) Grantor does hereby grant, sell and convey to Grantees an undivided one-third ownership of the above described well and conveys to grantees 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

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

A. Grantees, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve their said property and shall repair or pay for, at their sole expense, any damage done to Grantor's said premises in such maintenance, repair and replacement, and shall pay one-third of all future costs of maintenance, repair, replacement and improvement of the well casing, and primary pressure tank located on lot 7 including feedline thereto.

B. Grantor, its successors, grantees and assignees, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve its said property and shall repair or pay for, at its sole expense, any damage done to Grantees' said premises in such maintenance, repair and replacement and shall pay one-third of all future costs

1 of maintenance, repair replacement and improvement of the well and well casing, and primary
2 pressure tank located on lot 7 including feedline thereto.
3 .
4

5 PROVIDED, however that the parties acknowledge that Grantor intends to sell its said lot
6 and that at the time of sale of its lots, Grantor shall require the purchaser(s) of said lots to sign
7 and record a Grant of Easement and Well Maintenance Agreement containing terms and
8 conditions substantially the same as this Agreement. At such time as Grantor has sold its said
9 lots and the Well Agreements have been recorded, Grantor shall have no further liability for the
10 performance of the Agreement.
11

12 C. The parties interest in the water from said well is limited to supplying water for
13 domestic and irrigation use on the above-described lots.
14

15 D. In the event that any repair or replacement of the well or well casing, or primary
16 pressure tank located on lot 7 including feedline thereto or one or more of the pipes in the well ,
17 the parties expressly agree to cooperate fully in allowing said repair or replacement to be made as
18 soon as the necessary equipment, equipment operator and supplies can be obtained to make such
19 repair or replacement. The parties further agree to pay for or to arrange for the payment of their
20 respective share of the costs of said repair or replacement as soon as is reasonably possible.
21

22 E. In the event that any owner of either of said parcels of land shall at any time hereafter
23 institute any suit, action or proceeding to enforce any of the covenants or agreements herein
24 contained and/or for damages for the breach of the same, the Courts, including Appellate Courts,
25 shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge
26 reasonable for said disbursements provided by law.
27

28 F. This agreement shall bind and inure to each of said parcels of land and be appurtenant
29 thereto and run therewith.
30
31
32

G. Any party who is an owner of parcels 6, 7, and 8 is granted an easement over the respective parcels for the purpose of maintaining, repairing, and improving the well in a reasonable manner.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first herein written.

Grantor

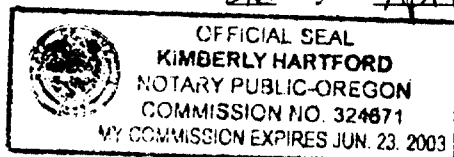
Grantee

Grantee #2

STATE OF OREGON County of Klamath ss.

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

Dated before me this 26 day of April, 2001.

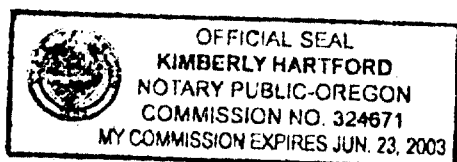


Kimberly Hartford
Notary Public for Oregon
My Commission Expires: 6-23-03

STATE OF OREGON County of Klamath ss.

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

Dated before me this 26 day of April, 2001.



Kimberly Hartford
Notary Public for Oregon
My Commission Expires: 6-23-03

STATE OF OREGON County of Klamath ss.

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

Dated before me this ____ day of _____, 2001

Notary Public for Oregon

My Commission Expires: _____