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ATE 57918

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This agreement is made this 21st day of October 2003 between Kent Pulley and Ruth Pulley, herein referred to as "Grantor" and George Lubbecke and Katrina Lubbecke herein referred to as "Grantee."

1) Grantor is the owner of property described as Lots 9-12 HENLEY, Klamath County, Oregon. Property ID: R-3909-025AO-01700-000.

2) Grantee are the owners of Property described as Lot 4 HENLEY, Klamath County, Oregon. Property ID: R-3909-025AO-00800-000.

3) There is a water well located in the South Southwest corner of Lot 9 and due west across Virginia Street from Lot 4. It is the intent of the parties hereto that Lot 4 shall have an equal right to withdraw water from said well for domestic use on the above described Lot 4 and that the owners of each said lot shall pay one-half of the cost of maintaining the said well and well casing.

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:

A) Grantor does hereby grant, sell and convey to Grantee an undivided one-half ownership interest 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

B) Grantor further grants to grantees an easement across said Lot 9 to the well located thereon for the installation, maintenance and repair of the water delivery system. Said easement shall be perpetual and run with the ownership of the Lots described above.

It is mutually covenanted and agreed by the parties on behalf of themselves and their respective heirs, successors, 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 Lot 4 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-half of all future costs of maintenance, repair, replacement and improvement of the well and well casing.

B. Grantor, its successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve Lots 9-12 and shall repair or pay for, at its sole expense, any damage done to Grantors premises in such maintenance, repair and replacement, and shall pay one-half of all future costs of maintenance, repair, replacement and improvement of the well and well casing.

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Fee \$ 26⁰⁰ # of Pgs 2

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

D. In the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of the 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 disbursements provided by law.

E. 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.

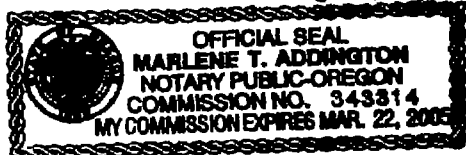
Kent R. Pulley
Grantor
Ruth M. Pulley
Grantor

George Lubbecke
Grantee
Katrina E. Lubbecke
Grantee

STATE OF OREGON County of Klamath) ss.

Personally appeared the above named Kent A Pulley and Ruth Pulley and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 21st day of October, 2003.



Marlene T. Addington
Notary Public for Oregon
My Commission Expires: 3-22-2005

STATE OF OREGON County of Klamath) ss.

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

Dated before me this 24 day of October, 2003.



Adrien Fleek
Notary Public for Oregon
My Commission Expires: 12-3-06