

State of Oregon, County of Klamath
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 Linda Smith, County Clerk
 Fee \$ 36.00 # of Pgs 4

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GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 31 day of March, 2005 between JON D. CASTLE and CAROL A. CASTLE, husband and wife herein referred to as "Grantor" and DAVID G. WEHR AND CHRISTINA M. WEHR, husband & wife and DOUGLAS A. DEAN AND LAURIE J. DEAN husband and wife of Klamath Falls, Oregon, herein referred to as "Grantees".

- 1) Grantor is the owner of property described as Lot 6, in Block 1, of BEVERLY HEIGHTS, Klamath County, Oregon. TOGETHER WITH that portion vacated by instrument recorded November 22, 1943 in Book 160, page 97, Deed Records of Klamath County, Oregon, which inured thereto.
- 2) Grantees are the owners of property describes as Lots 3 and 4 in Block 5, BEVERLY HEIGHTS, Klamath County, Oregon. Together with that portion vacated by instrument recorded November 22, 1943 in Book 160, page 97, Deed Records of Klamath County, Oregon, which inured thereto.
- 3) There is a water well located on the most northerly corner on the above described Lot 6, Block 1. It is the intent of the parties hereto that said Lots 3 and 4, Block 5 and Lot 6, Block 1 of BEVERLY HEIGHTS shall have equal rights to withdraw water from said well for use on the above-described lots and that the owner(s) of each lot shall pay one-third 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:

- 1) Grantor does hereby grant, sell and convey to Grantees an undivided one-third ownership of the above-described well to David G. Wehr and Christina M. Wehr, husband and wife, and an undivided one-third ownership of the above described well to Douglas A. Dean and Laurie J. Dean, husband and wife and conveys to Grantees the right to take water from said well and to convey such water from the well to Grantees above-described property by pipe; and
- 2) Grantor hereby further grants to Grantees an easement across the most northerly corner of Lot 6 and to the well located on Lot 6 for the installation, maintenance and repair of Grantees' 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 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 two-thirds, (one-third to the Wehrs and one-third to the Deans), of all future costs of maintenance, repair, replacement an 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 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 of maintenance, repair, replacement and improvement of the well and well casing.

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The electric meter for the pump exists on Lot 6, Block 1 and Grantor shall be responsible for one-third of the monthly bill and the Grantees shall be responsible for two-thirds, (Wehrs one-third and Deans one third), of the monthly bill.

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

D. In the event that any repair 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 repair or replacement to be made as soon as the necessary equipment, equipment operator and supplies can be obtained to make such repair or replacement. The parties further agree to pay for or to arrange for the payment of their respective share of the costs of said repair or replacement as soon as is reasonably possible.

E. 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 prevailing party's attorney's fees herein, in addition to the costs and disbursements provided by law.

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.

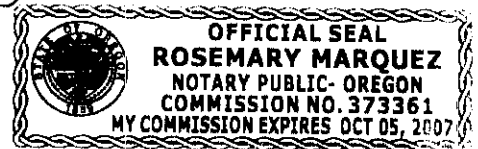
By Jon D. Castle
Jon D. Castle

Carol A. Castle
Carol A. Castle

State of Oregon
County of Klamath

Acknowledged before me this 31 day of March, 2005 by Jon D. Castle and
Carol A. Castle as their voluntary act and deed.

Rosemary Marquez
Notary Public for Oregon



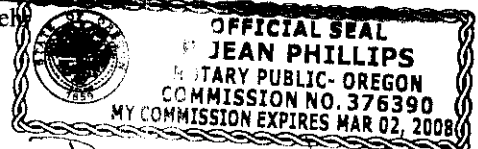
David G. Wehr
David G. Wehr

Christina M. Wehr
Christina M. Wehr

State of Oregon
County of Klamath

Acknowledged before me this 31 day of March, 2005 by David G. Wehr and
Christina M. Wehr as their voluntary act and deed.

Jean Phillips
Notary Public for Oregon



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Douglas A. Dean
Douglas A. Dean

Laurie J. Dean
Laurie J. Dean

State of Oregon
County of Klamath

Acknowledged before me this 31 day of March, 2005 by Douglas A. Dean and
N/A as their voluntary act and deed.

Tamara L. McDaniel
Notary Public for Oregon

