

1st 549559

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 2nd day of May 2005,
 between RICHARD & KATHY BATSEII, herein referred to as First Party, and JOEL & SUSAN DEESE
 Second Party.

- 1) First Party is the owner of Parcel One described as:

14777 SOUTH POE VALLEY RD.
KLAMATH FALLS, OR 97603

- 2) Second Party is the owner of Parcel Two described as:

14905 SOUTH POE VALLEY RD.
KLAMATH FALLS, OR 97603

There is a water well located on the above PARCEL ONE. It is the intent of the parties hereto that both properties, shall have equal rights to withdraw water from said well for use on the above described lots and that the Owner (s) of each said lot shall pay one-half of the cost of maintaining the said well and well casing.

- 1) First Party does hereby grant, sell and convey to Second Party and undivided one-half ownership of the above described well and conveys to Second Party the right to take water from said well and to convey such water from the well to said parties properties by pipe; and
- 2) First Party does hereby grant to Second Party an easement across and to the well located on Parcel One for the installation, maintenance and repair of Second water delivery system. Said easement shall be perpetual and run with the ownership of the parcels 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. Second Parties, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve their said property and shall repair or pay for, at their sole expense, any damage done to First Parties 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.
- B. First Party, 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 Second Party 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.
- C. The parties interest in the water from said well is limited to supplying for domestic use on the above described lots.

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- 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 is necessary, 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 reasonable possible.
- E. In the event that any owner of any of said parcels of land shall at any 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.
- F. This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

Klamath County Oregon.

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

By Richard R. Batsell
First party

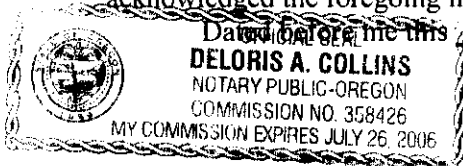
Kathy Batsell
First Party

[Signature]
Second Party

Susan Deese
Second Party

State of Oregon, County of Klamath

Personally appeared the above named Richard R. Batsell, Kathy Batsell, and Susan Deese and acknowledged the foregoing instrument to be their voluntary act and deed.



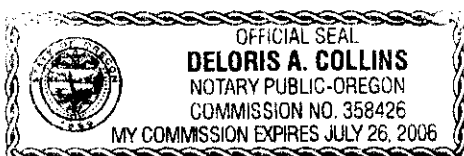
Dated before me this 2nd day of May, 2005

Deloris A. Collins
Notary Public for Oregon
July 26, 2006

State of Oregon, County of Klamath

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

Dated before me this _____ day of _____



Deloris A. Collins
Notary Public for Oregon
July 26, 2006

31521

Parcel No. 1 of Minor Land Partition No. 47-91 lying South of the U. S. B. R. Canal and North of South Poe Valley Road, situated in Sections 13 and 14, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Together with all that portion of Government Lot 6, Section 13, Township 39 South, Range 10 East of the Willamette Meridian, lying North of the U. S. B. R. Canal, together with all that portion of Government Lot 11, Section 14, Township 39 South, Range 10 East of the Willamette Meridian lying North of the U. S. B. R. Canal and Northeasterly of the existing fence line at the KID Bridge.

APN: 872760

First American Title