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05 JUN 30 AM 11:03

MTC-67601 SM

Vol M05 Page 05050

State of Oregon, County of Klamath  
Recorded 01/24/05 11.01 a m  
Vol M05 Pg 05050-53  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED  
BY THE PERSON REPRESENTING THE  
ATTACHED INSTRUMENT FOR RECORDING.  
ANY ERRORS IN THIS COVER SHEET DO NOT  
AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

Vol M05 Page 49675

THIS INSTRUMENT IS BEING RE-RECORDED TO  
CORRECT LEGAL DESCRIPTION OF INSTRUMENT  
RECORDED IN VOLUME M05 AT PAGE 5050

**After Recording, Return To:**

Rodney E. Pfeiffer  
1403 Devonridge Drive  
Klamath Falls, OR 97601

**1. Name(s) of the Transaction(s):**

Well-Sharing Agreement & Easement

**2. Direct Party (Grantor):**

Robert and Sharon Shaw

State of Oregon, County of Klamath  
Recorded 06/30/05 11.03 a m  
Vol M05 Pg 49675-80  
Linda Smith, County Clerk  
Fee \$ 46.00 # of Pgs 6

**3. Indirect Party (Grantee):**

Rodney and Barbara Pfeiffer

**4. True and Actual Consideration Paid:**

\$1.00

**5. Legal Description:**

See attached

46000  
3700  
Am

**WELL-SHARING AGREEMENT and EASEMENT**

THIS AGREEMENT, the effective date of which is the 21 day of January, 2005, between ROBERT and SHARON SHAW, husband and wife, hereinafter called "Grantors," and RODNEY and BARBARA PFEIFFER, husband and wife, hereinafter called "Grantees," and

**RECITALS**

1. WHEREAS, Grantors own the real property described as follows:

~~Lot 5 of Tract 1265 of Devonridge Subdivision, Klamath County, Oregon, which is also commonly known as "1412 Devonridge Drive,"~~ See Attached Exhibit "B" made a part hereof

hereinafter referred to as "Grantors' parcel," and

2. WHEREAS, Grantees own real property described as:

~~Lot 7 of Tract 1265 of Devonridge Subdivision, Klamath County, Oregon, which is also commonly known as "1403 Devonridge Drive,"~~ See Attached Exhibit "A" made a part hereof

hereinafter referred to as "Grantee's parcel," and

3. WHEREAS, The parties wish to enter into a well agreement which will benefit both parcels and recognizes the existing domestic and irrigation water delivery from such well located on Grantor's parcel to Grantee's parcel.

**GRANT OF EASEMENT**

NOW THEREFORE, the following is declared and agreed to be restrictions and benefits on the title to both parcels and to run with the land:

4. For \$1.00 and other valuable consideration, Grantors hereby grant to Grantees an easement across Grantor's parcel for use of the existing well, pump, utility delivery system, and the existing buried water delivery system which delivers water to Grantee's parcel and traverses Grantor's parcel at a point beginning at the existing well, thence south through the existing driveway and further south approximately 20 feet, then in an easterly direction that runs 20 feet south of and parallel to the existing driveway, and continuing to Grantee's parcel. This easement includes rights to ingress and egress at, and up to 12 feet south of the lowest point of, the land described above.

5. Grantors shall be responsible for all of the maintenance expenses and the power costs incurred by the operation of the well, pump, and utility delivery system. Grantees shall be responsible to maintain the buried water delivery system from the well to Grantee's parcel.

6. In the event of dispute herein or in the event that any of the parties determine that the above maintenance and pumping charges are inequitable, water delivery shall continue pending resolution of such dispute by arbitration as described in the following paragraph.

7. In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit to arbitration where each party appoints one arbitrator and those two arbitrators choose a third. The three arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be shared equally by the parties.

8. This easement shall run with the land. It is recognized said easement burdens Grantor's parcel and that the benefit and appurtenance shall be to Grantee's parcel. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but their respective heirs, personal representatives, successors in interest and assigns.

9. If suit or action is instituted to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof. This agreement was drafted at the direction of the Grantees by Justin Throne, attorney who represents Grantees; Grantors have had opportunity to obtain separate legal counsel. This document shall not be construed for or against either party by reason of said attorney drafting this document.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first above written.

GRANTORS:

GRANTEES:

Rodney E Pfeiffer  
Barbara J Pfeiffer

[Signature]  
[Signature]

STATE OF OREGON                     ]  
   ] ss.  
 County of Klamath                 ]

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2005, by ROD PFEIFFER



Suzie Mollett  
 Notary Public for Oregon  
 My Commission expires: 11/14/2006

05053

STATE OF OREGON                    ]  
  ] ss.  
County of Klamath                ]

49678

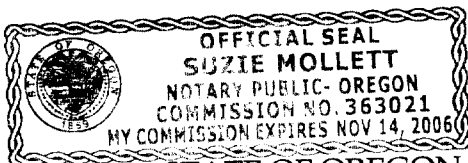
The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January, 2005, by BARBARA PFEIFFER.



Suzie Mollett  
Notary Public for Oregon  
My Commission expires: 11/14/2006

STATE OF OREGON                    ]  
  ] ss.  
County of Klamath                ]

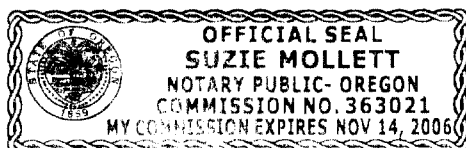
The foregoing instrument was acknowledged before me this 21 day of January, 2005, by ROBERT SHAW.



Suzie Mollett  
Notary Public for Oregon  
My Commission expires: 11/14/2006

STATE OF OREGON                    ]  
  ] ss.  
County of Klamath ]

The foregoing instrument was acknowledged before me this 21 day of January, 2005, by SHARON SHAW.



Suzie Mollett  
Notary Public for Oregon  
My Commission expires: 11/14/2006

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Lot 7 and that portion of Lot 8, described as follows: Beginning at the Northwesterly corner of said Lot 8; thence South 12 degrees 57' 36" East, along the Westerly line of said Lot 8, 40.00 feet; thence North 60 degrees 39' 28" East 150.00 feet; thence North 50 degrees 16' 46" East 221.98 feet to the Northeast corner of said Lot 8; thence South 60 degrees 39' 28" West 367.38 feet to the point of beginning. (Bearings based on Property Line Adjustment 16-97); All in TRACT 1265 – DEVONRIDGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No.: 3909-005DB-00100-000

Key No.: 878235

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

Lot 5 of TRACT 1265 OF DEVONRIDGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO a parcel of land located in the SE1/4 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being portions of Lots 3, 4 and 6 of TRACT 1265 DEVONRIDGE and being more particularly described as follows:

Beginning at the Northeast corner of Lot 5, TRACT 1265, DEVONRIDGE; thence South 89° 30' 00" East 186.51 feet to the Northeast corner of Lot 6; thence along the Easterly boundary of Lot 6 South 00° 31' 12" West 114.54 feet; thence South 27° 57' 36" East 84.56 feet; thence leaving said Lot 6 boundary, South 48° 20' 08" West 65.39 feet; thence South 00° 12' 06" West 113.88 feet; thence South 00° 23' 17" West 147.54 feet; thence South 27° 12' 55" East 151.60 feet to the Northwest corner of Lot 2; thence North 89° 28' 49" West 249.90 feet to the Southeast corner of Lot 5; thence North 00° 31' 12" East 628.32 feet to the point of beginning. Reference is made to Property Line Adjustment No. 13-96.

Tax Account No: 3909-005DB-01300-000

Key No: 878250