

M05-68253

Klamath County, Oregon

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Pages 3 Fee: \$36.00

RECORDING REQUESTED BY: Rhonda C. Geiss
AND WHEN RECORDED MAIL TO

Rhonda C. Geiss

Trustee of the Cramer Family Trust, dated June 3, 1992

10510 Gibbs Drive

Oakdale, CA 95361

25 683707 | This Space For Recorder Only

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 25 day of Oct., 2005, between Lorin Shanley, herein referred to as First Party, and Rhonda C. Geiss, Trustee of the Cramer Family Trust, dated June 3, 1992, herein referred to as Second Party.

A. First Party is the owner of property described as Lot 12, Block 28, 4th Addition to Nimrod River Park, and

B. Second Party is the owner of property described as Lot 13, Block 28, 4th Addition to Nimrod River Park.

C. There is a water well located on the above Lot 12, Block 28, and it is the intent of both parties hereto that said lots 12 & 13, shall have equal rights to pump, transmit, and use water from the well and water supply facilities for use on the above described lots and that the owners of each of said lots shall be liable for and pay one-half of the cost of repair, and maintenance of said well, casing, electrical, and pumping facilities, including the pump house.

Therefore, in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged by First Party, it is agreed:

1. First Party does hereby grant, sell and convey to Second Party the right to take water from said well and to convey such water from the well to Second Party's above described property by pipe; and
2. First Party hereby further grants to Second Party an easement across the Easterly 30' of Lot 12, Block 28, 4th Addition to Nimrod River Park, and to the well located on Lot 12 for the installation, maintenance, repair, and upgrade of Second Party's water delivery system. Said easement shall be perpetual and run with the ownership of lots 12 & 13 above described.
3. Each party shall be solely responsible for the maintenance, repair and replacement of the delivery system from the well head to the party's property. Each party shall repair any damage done to First Party's lot resulting from such maintenance, repair and replacement and return the property to its natural state, but shall not be responsible for replacement or repair of improvements placed upon the easement by First Party.
4. Each party shall own an undivided one-half interest in the well house, pump, water storage facility and/or pressure system adequate to bring sufficient water to each lot,

electrical system and appurtenances and shall be liable for one-half of all future costs of maintenance, repair, replacement and improvement to such facilities and the well, well casing and appurtenances thereto.

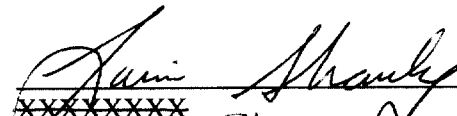
5. Each party is entitled to take water from the well for domestic and irrigation use on the above described lots.

6. In the event that any repairs or replacement of the well, well house, electrical system, well casing or other appurtenances thereto, 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 reasonably possible.

7. In the event any party shall 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 attorney fees, costs and disbursements.

8. This Agreement shall bind and inure to the real property described herein in perpetuity.

IN WITNESS WHEREOF, the parties above named, have set their hands on the day and year first written above.



XXXXXXXXXX
Lorin Shanley (First Party)

STATE OF OREGON)
) ss.
County of Klamath)

Personally appearing the above named Lorin Shanley and
acknowledged the foregoing instrument to be his her voluntary act and deed on this 25
day of Oct, 2005.



Expires: 11/7/05



Notary Public for Oregon
My Commission

Rhonda C. Geiss
Rhonda C. Geiss
(Second Party)

STATE OF ~~OREGON~~ California)
County of ~~Klamath~~ Stanislaus) ss.
)

Personally appearing the above named Rhonda C. Geiss who acknowledged that she was
Trustee of the Cramer Family Trust, dated June 3, 1992 and acknowledged the foregoing
instrument to be her voluntary act and deed in that capacity on this 28 day of October,
2005.

Cheryl L. Davey Notary Public
Notary Public for ~~Oregon~~
California
My Commission Expires: June 29, 2009

