

M05-69746

Klamath County, Oregon

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Pages 4 Fee: \$36.00

RETURN TO:
Brandsness, Brandsness, Rudd & Bunch, P.C.
411 Pine Street
Klamath Falls, OR 97601

1st 688436

EASEMENT AND WELL USE MAINTENANCE AGREEMENT

This Agreement is made this 22nd day of November, 2005, between Robert Johnson, herein referred to as "Grantor," and Jerome R. Brown and Carol Reed, herein referred to as "Grantee."

1) Grantor is the owner of property in Klamath County, Oregon, commonly known as 8638 Bly Mountain Cutoff Road, more fully described as:

KFFE Highway 66 Plat #3, Block 67, Lot 5.

2) Grantee is the owner of property in Klamath County, Oregon, described as:

KFFE Highway 66 Plat #3, Block 67, Lot 6.

3) There is a water well located on Grantor's real property described above. It is the intent of the parties hereto that said property of Grantor and Grantee shall have equal rights to withdraw water from said well for use on the above-described lots and that the owners of each said lot shall pay 50 percent of the cost of maintaining the said well and well casing.

Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and subject to the conditions set forth in this instrument:

1) Grantor does hereby grant to Grantee 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

2) Grantor hereby further grants to Grantee an easement 15 feet in width across the Grantor's property (the centerline of the easement is the shortest distance from the well to the Grantee's property) to the well located thereon for the installation, maintenance and repair of Grantee's 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:

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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 50 percent 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 its said property and shall repair or pay for, at its sole expense, any damage done to Grantee's said premises in such maintenance, repair and replacement, and shall pay 50 percent 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 water for domestic household, landscaping and personal gardening use on the above-described lots. In the event of water shortage, each party will mutually limit use of the water.

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. Either party may surrender their future rights and obligations to the well water by providing the other party with 15 days written notice. If Grantee surrenders Grantee's rights, Grantee shall also surrender Grantee's rights to the easement granted herein.

F. Only those parcels of real estate hereinabove described and the dwellings located thereon (plus one single family home to be constructed on the Grantee's parcel) shall be permitted to receive water from said well, with the following exception: Grantor shall have the right to build one additional dwelling for the use of a family member and allow this one additional dwelling to connect to the well for the purposes of domestic water consumption as described in this agreement. This right is personal to Grantor, and cannot be transferred, assigned, inherited or otherwise exercised by any individual other than Grantor. Furthermore, this right shall terminate upon the sale of the property by Grantor, or upon Grantor's death, whichever comes sooner. Each of the parties hereto does hereby covenant and agree that they will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving their respective parcel.

G. 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.

2. EASEMENT AND WELL USE MAINTENANCE AGREEMENT

H. 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.

Jerome R. Brown
Jerome R. Brown
Carol Reed
Carol Reed

Robert Johnson

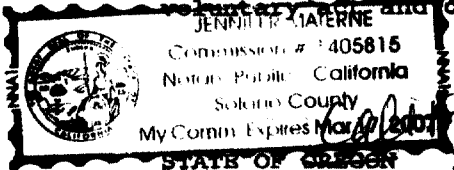
STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this _____ day of November, 2005, the above named Robert Johnson and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission expires: _____

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

Personally appeared before me this 22 day of November, 2005, the above named Jerome R. Brown and acknowledged the foregoing instrument to be his voluntary act and deed.



Jennifer Materne
Notary Public for Oregon California
My Commission expires: Mar 17, 2007

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

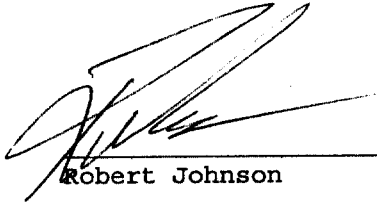
Personally appeared before me this 22 day of November, 2005, the above named Carol Reed and acknowledged the foregoing instrument to be her voluntary act and deed.



Jennifer Materne
Notary Public for Oregon California
My Commission expires: Mar 17, 2007

H. 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.

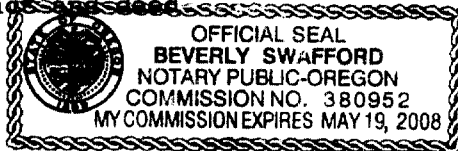

Robert Johnson

Jerome R. Brown

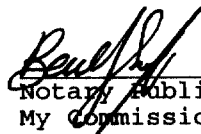
Carol Reed

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 22 day of November, 2005, the above named Robert Johnson and acknowledged the foregoing instrument to be his voluntary act and deed.



STATE OF OREGON)
) ss.
County of Klamath)


Notary Public for Oregon
My Commission expires: May 19, 2008

Personally appeared before me this ____ day of November, 2005, the above named Jerome R. Brown and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this ____ day of November, 2005, the above named Carol Reed and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon
My Commission expires: _____