



12/01/2006 11:09:26 AM

Fee: \$41.00

1<sup>st</sup> - 865297

**COVER SHEET**

**ORS: 205.234**

This cover sheet has been prepared by the persons presenting the attached instrument for recording. Any errors in this cover sheet **DO NOT** affect the transaction(s) contained in the instrument itself.

After recording, return to:  
Robert & Marilyn Stewart  
2618 Westgate Drive  
Klamath Falls, OR 97601

Send Tax Statements to:  
Same as on file.

The date of the instrument attached is 11/29/06.

1) NAMES(S) OF THE INSTRUMENT(S) required by ORS 205.234(a)  
Grant of Easement & Well Maintenance Agreement

2) PARTY(IES)/GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160:

Robert & Marilyn Stewart \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3) PARTY(IES)/GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160

Dan & Cynthia Kinsman \_\_\_\_\_  
\_\_\_\_\_

4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

\$ 10.00

5) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERK'S LIEN RECORDS, ORS 205.121(1)(c)

\_\_\_\_\_

6) RE-RECORDED to correct: \_\_\_\_\_  
Previously recorded as: \_\_\_\_\_

41-  
34-1

## **GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT**

This Agreement is made this 24th day of July, 2006 between Robert A. Stewart and Marilyn J. Stewart, herein referred to as "Grantor", and Dan H. Kinsman and Cynthia L. Kinsman herein, referred to as "Grantees".

- 1.) Grantor is the owner of the property described as PARCEL 1 OF LAND PARTITION 30-04, BEING A REPLAT OF LOT 1 OF "TRACT 1413" SITUATED IN THE NW1/4 SE1/4 OF SECTION 5 AND THE SE1/4 OF SECTION 6, TOWNSHIP 39 SOUTH RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.
- 2.) Grantees are the owners of property described as PARCEL 1 OF LAND PARTITION 30-04, BEING A REPLAT OF LOT 1 OF "TRACT 1413" SITUATED IN THE NW1/4 SE1/4 OF SECTION 5 AND THE SE1/4 OF SECTION 6, TOWNSHIP 39 SOUTH RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.
- 3.) There is a water well located on the above Parcel 2 of LP 30-04, Vale Heights. It is the intent of the parties hereto that said Parcels 1 and 2 of LP 30-04 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-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 two-third ownership of the above described well 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 (see attached) 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 of 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 one-third of all future cost 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, pipe 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 one-third of all future cost of maintenance, repair, replacement and improvement of the well and well casing.

Provided, however, that the parties acknowledge that Grantor intends to sell its said lot and that at the time of sale of its lots Grantor shall require the purchases(s) of said lots to sign and record a Grant of Easement and Well Maintenance Agreement containing terms and conditions substantially the same as this Agreement. At such time as Grantor has sold its said lots and the well Agreements have been recorded, Grantor shall have no further liability for the performance of the Agreement.

C. The parties interest on 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 on 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 of agreement herein contained and/or for damages for the breach of the same, the Court, 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.

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

by Robert A. Stewart  
Robert A. Stewart

Robert A. Stewart

by Marilyn J. Stewart  
Marilyn J. Stewart

Marilyn J. Stewart

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Robert A. Stewart & Marilyn J. Stewart and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 29<sup>th</sup> day of NOV. 2006.

(SEAL)



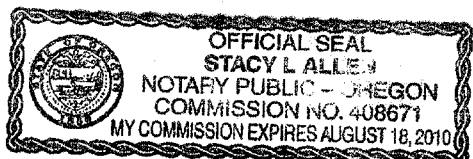
Stacy L. Allen  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/18/10

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named, Robert A. Stewart, Marilyn J. Stewart, Dan H. Kinsman & Cynthia L. Kinsman and acknowledged the foregoing instrument to be their voluntary act and deed of Vale Heights.

Dated before me this 29<sup>th</sup> day of NOV 2006.

(SEAL)



Stacy L. Allen  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/18/10

**TRU SURVEYING, INC. LINE**

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691

DENNIS A ENSOR O.L.S

JOHN HEATON L.S.I.T.

July 14, 2006

**Legal Description of Shared Well Easement**

A 25 foot wide easement being a portion of parcel 2 of "Land Partition 30-04", situated in the SE1/4 of Section 6, T39S, R10EWM, Klamath County, Oregon, the centerline of which is being more particularly described as follows.

Beginning at a point on the East line of said parcel 2, from which the Southeast corner of said parcel 2 bears South 267.21 feet; thence, along said centerline, N52°26'02"W 107.93 feet, N12°23'00"W 68.70 feet, N38°45'50"W 92.53 feet and N14°23'25"W 38.02 feet to the existing well.

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

*Dennis A. Ensor*

**OREGON  
JULY 35, 1990  
DENNIS A. ENSOR  
2442**

*Dennis A. Ensor*  
Dennis A. Ensor O.L.S. 2442

Expires 12/31/2007