

2007-001870

Klamath County, Oregon



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02/02/2007 01:10:05 PM

Fee: \$31.00

After recording, return to:

Linda A. Kenyon
P. O. Box 951
Keno, Oregon 97626

GRANT OF EASEMENT AND SHARED WELL AGREEMENT

This agreement is made this 2nd ^{February} day of ~~January~~, 2007, between Lloyd V. Kenyon and Linda A. Kenyon, husband and wife, hereinafter referred to as Grantor, and George H. Ramsay and Joann B. Ramsay, husband and wife, hereinafter referred to as Grantee.

In May 2004 the parties hereto decided that in order to have safe drinking water, they needed their own well, as the shared community well was contaminated. They shared, half and half, all the costs of drilling the well, and installing all the necessary equipment. The well is on the Kenyon property and the Ramsays own half the well. The parties now wish to formalize their agreement by this document.

Grantor is the owner of property described as Lot 17, Block 27, KLAMATH RIVER ACRES THIRD ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Grantee is the owner of Lot 16, Block 27, said Subdivision.

There is a water well located on a Northwest portion of the above described Lot 17.

It is the intent of the parties hereto that said lots shall have equal rights to withdraw water from said well for use on the above described lots and that the owner(s) of each lot shall pay one-half the cost of maintaining the said well, well casing, pump, tank, and bladder bag.

Grantor does hereby grant and convey to Grantee an undivided one-half ownership in the above described well and conveys to Grantee the right to take water from said well for household purposes and to convey such water from the well to Grantee's above described property by pipe; and

Grantor hereby further grants to Grantee an easement across said Lot 17 to the well located on said Lot 17 for the installation, maintenance and repair of Grantee's water delivery system. Said easement shall be perpetual and run with said Lot 16. Said easement is to be as currently located.

It is mutually covenanted and agreed by the parties on behalf of themselves, and their respective heirs, successors and assigns, as follows:

- (1.) The owner(s) of Lot 17 will keep all records and receipts of all costs of maintaining the well for use, copies of which will be provided to the owner(s) of Lot 16 to verify the costs, of which grantee shall pay half.
- (2) Grantee, their heirs, successors and assigns, shall be responsible for half the maintenance, repair, or replacement of the pump, pipes, and equipment on Grantors lot which serve both Grantors and Grantee's

property, and shall be solely responsible for all costs in connection with any pump, pipes and equipment that serve Grantee's property solely. Grantees, their heirs, successors and assigns, shall pay for, at their sole expense, any damage done to Grantor's said premises in such maintenance, repair, replacement or improvement of the well, well casing, pump, and other equipment, including water pipe lines.

(3) The water from said well shall be used solely for domestic water and irrigation purposes. Should use of the water for irrigation purposes become a strain on the well, both parties shall limit such irrigation to the areas immediately around their homes, and shall cease irrigating their entire properties.

(4) In the event that any repair or replacement of the well, well casing, tank, bladder bag, one or more of the pipes in the well, or anything else in connection with the proper operation of 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 their respective share of the costs of said repair or replacement within one month of said repair or replacement.

(5) In the event that any owner of either of said lots shall at any time hereinafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of 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 prevailing party's fees therein, in addition to the costs and disbursements provided by law.

(6) Should a provision of this agreement be found by any Court to be unenforceable, the parties hereto agree that the remaining provisions shall not be nullified thereby, but shall continue in full force and effect.

(7) Should the parties to this agreement decide to change any of the terms of this agreement, said changes to this agreement shall be written and recorded in the records of Klamath County as an Addendum to, or Modification of, this Agreement. Should Grantees, their heirs, successors and assigns choose not to share Grantors well, Grantees, their heirs, successor and assigns will release all rights to said well and the easement running to said well in writing, and said release instrument shall be recorded in the records of Klamath County. Said release shall be granted by Grantors, their successors and assigns, upon full payment of any existing costs owed by Grantees. Both grantors and grantees shall sign said release which shall then be recorded.

(8) Grantees shall pay a sum each month to help with the cost of the electricity to run the pump in said well. Grantors and grantees are satisfied with the current arrangement, as they are friends as well as neighbors. Should ownership of one or both of the lots change hands, the successors in interest to the parties herein may make a new arrangement concerning costs of running said pump, which may include installing some kind of meter to monitor the amount of electricity to run said pump. Should one household be larger than the other, the larger household shall pay a greater cost for the electricity to run said pump. Should the households be equal in size, and water use approximately equal, each household shall pay half the cost of electricity to run the pump. Any such new agreement concerning payment of each lot's share of the electrical expense to run the pump shall be written, signed by all parties, and recorded in the records of Klamath County.

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.

Lloyd V. Kenyon
Lloyd V. Kenyon

Linda A. Kenyon
Linda A. Kenyon

George H. Ramsay
George H. Ramsay

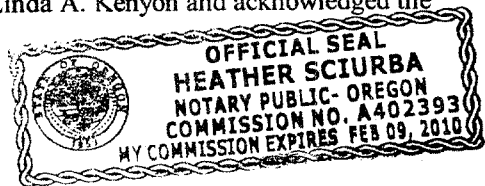
Joann B. Ramsay
Joann B. Ramsay

State of Oregon
County of Klamath

Dated before me 2.2.07

Personally appeared the above named Lloyd V. Kenyon and Linda A. Kenyon and acknowledged the foregoing instrument to be their voluntary act and deed.

Heather Sciurba
Notary Public For Oregon



State of Oregon
County of Klamath

Dated before me 2.2.07

Personally appeared the above named George H. Ramsay and Joann B. Ramsay and acknowledged the foregoing instrument to be their voluntary act and deed.

Heather Sciurba
Notary Public For Oregon

