

2007-011754

Klamath County, Oregon



00025991200700117540030034

06/29/2007 11:51:00 AM

Fee: \$31.00

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:

Send Tax Statements to:

The date of the instrument attached is 6-28-07.

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:

Stewart, Todd

Stewart, Jodie

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

Mangan, Bradley

Mangan, Jamie

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

\$ \$1.00

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: _____

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This agreement is made this 28 day of June, 2007, between Todd Stewart and Jodie Stewart, herein referred to as "Grantor", and Bradley & Jamie Mangor of Klamath Falls, Oregon, herein referred to as "Grantees."

- 1) Grantor is the owner of property described as Lots 10 and 11 in Block 3, Tract 1172, Shield Crest, Klamath County, Oregon.
- 2) Grantees are purchasing and will be the owners of the property described as Lot 11 in Block 3, Tract 1172, Shield Crest, Klamath County, Oregon.
- 3) There is a domestic water well located on the above described Lot 10. It is the intent of the parties hereto that said Lots 10 and 11 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 one half of the cost of maintaining the said well and well casing.

Therefore, in consideration of the sum of \$1.00, 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 one-half 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 northerly 10 feet of lot 10 and to the well located on Lot 10 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:

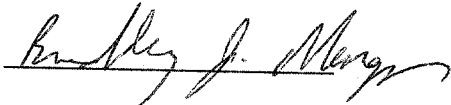
- A. Grantees, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve their said property and shall repair or pay for, at their sole expense, any damage done to Grantor's said premises in such maintenance, repair and replacement, and shall pay one - half 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 their sole expense, any damage done to Grantees' said premises in such maintenance, repair and replacement, and shall pay one- half 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 and irrigation use on the above described lots.

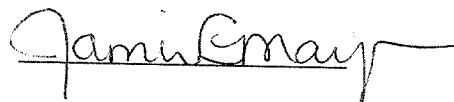
- D. In the event that any repair or replacement of the well or well casing or one or more of the pipes in the well, the parties expressly agree to cooperate fully in allowing said repair or replacement to be made as soon as the necessary equipment, equipment operator and supplies can be obtained to 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. 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 prevailing party's attorney's fees herein, in addition to the costs and 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.


Todd Stewart


Jodie Stewart

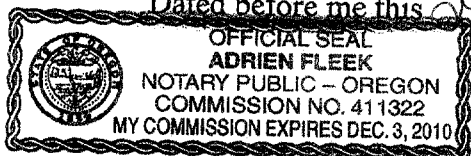


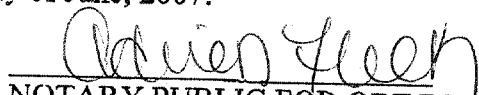


STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Bradley Mangan and Jamie Mangan and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 29 day of June, 2007.

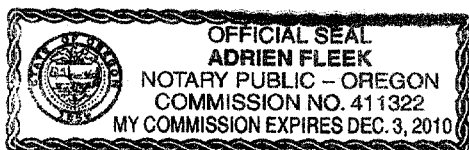


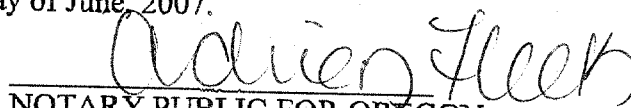

NOTARY PUBLIC FOR OREGON
My Commission expires: 12-3-10

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Todd Stewart and Jodie Stewart and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 28 day of June, 2007.




NOTARY PUBLIC FOR OREGON
My Commission expires: 12-3-10