

1627143 - 1 st

2011-000653
Klamath County, Oregon



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01/18/2011 03:36:00 PM

Fee: \$37.00

Grantors:

John E. & Gail Springman
8334 Prairie Dog Dr.
Bonanza, Oregon 97623

Grantee:

Allen R. Springman
8332 Prairie Dog Dr.
Bonanza, OR 97623

After Recording Return to: Grantors

SHARED WELL AGREEMENT AND DRIVEWAY EASEMENT

WHEREAS, John E. And Gail Springman, husband and wife, hereinafter referred to as the Grantors, are the owners of the real property located in Klamath County, Oregon more particularly described as:

Parcel 1 of Land Partition 45-02, as shown in the official records of the County Clerk of Klamath County, Oregon.

and Allen R. Springman, hereinafter referred to as the Grantee, is the owner of real property located in Klamath County, Oregon more particularly described as:

Parcel 2 of Land Partition 45-02, as shown in the official records of the County Clerk of Klamath County, Oregon.

WHEREAS, a domestic well is located on the property of Grantors referred to above which serves a residence located on that property and on the Grantee's property and a pump house is located on the property of the Grantee which serves a residence located on that property and on the Grantors's property ;

WHEREAS, a driveway is located at various points along a route from Prairie Dog Drive, Bonanza, Oregon to the parties residences and at times such driveway is on the Grantors' property and at times it is on the Grantee's property;

NOW, THEREFORE, IT IS HEREBY AGREED that the Grantors do hereby give and grant to Grantee, his heirs, successors and assignees, for the benefit of the Grantee for the property described herein and the Grantee dos hereby give and grant to Grantors, their heirs, successors and assignees, for the benefit of the Grantors for the property described herein, a permanent easement in, to, upon and over the Grantors' and Grantee's property described herein for the purpose of taking water for domestic purposes and for the purpose of installing, laying, constructing, maintaining and keeping in repair pipes, mains, conduits and electric service as is needed for the Grantees to receive water from the well. The parties agree that the costs associated with the well, other than electrical service, but including any maintenance to the pump itself, shall be paid jointly, with the Grantees paying 1/2 of such costs and the Grantors paying 1/2 of such costs. Payment shall be due within 15 days of the date of the date the party performing the work provides the other party with a copy of any statement or bill. Each party shall be responsible for the maintenance of the lines to their respective residences from the pump house.

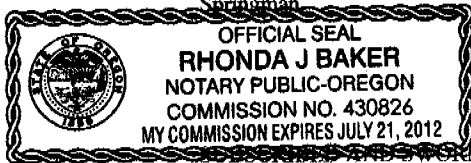
Should either party fail to make any payment required hereunder, and such failure continue for a period of 30 days following written notice to other party of such failure, that party may institute proceedings in the Klamath County Circuit Court to compel compliance with this agreement and to recover from the other party the cost of maintenance. Should such an action be filed, the prevailing party shall be entitled to recover their reasonable attorneys fees, whether at trial or on appeal.

The Grantors and the Grantee further give and grant to each other, their heirs, successors and assignees, and for the benefit of their respective properties, a permanent, non-exclusive easement over the driveway that currently exists starting at Prairie Dog Drive, for the purposes of ingress, egress and utilities.

John E. Springman
John E. Springman
Allen R. Springman
Allen R. Springman

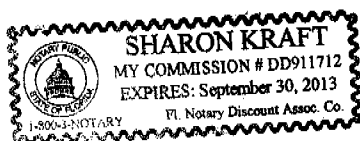
Gail M. Springman
Gail Springman

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14 DAY OF January, 2011 by John E. and Gail Springman



Rhonda J Baker
Notary Public for Oregon
My Commission Expires: 7-21-2012

SUBSCRIBED AND SWORN TO BEFORE ME THIS 14 DAY OF January, 2011 by Allen R. Springman.



Sharon Kraft
Notary Public for Florida
My Commission Expires: _____

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