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**WELL AGREEMENT AND EASEMENT**

This agreement made and entered on the date last signed below by and between Charles F. Harris and W. JoAnn Harris, husband and wife, hereinafter "Grantors" and Scott Eldon Harris, individually and Charles F. Harris and W. JoAnn Harris, husband and wife, jointly, hereinafter "Grantees", subject to the following terms, conditions and covenants:

1. Servient Property. Grantors are the owners of certain real property, the legal description of which is:

**Klamath Falls Forest Estates Hwy 66 Plat #2, Block 26, Lot 9, according to the plat on file in the office of the Clerk of Klamath County, Oregon**

on which there exists a potable, domestic water well, pump, piping and delivery system, which real property is hereinafter know as the servient property.

2. Dominant Property. Grantees, Scott Eldon Harris, Charles F. Harris and W. JoAnn Harris, husband and wife, are the owners of real property, the legal description of which is:

**Klamath Falls Forest Estate Hwy 66 Plat #2, Block 25, Lot 7, according to the plat on file in the office of the Clerk of Klamath County, Oregon**

which property hereinafter is know as the dominant property.

3. Consideration. For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantors grant over the servient property in favor of Grantees serving the dominant property a perpetual, nonexclusive easement appurtenant for the joint use of the domestic well to enter on the property at such reasonable times and under such circumstance as will not interfere with Grantors retained rights of use and enjoyment of the servient property, to inspect, maintain, test and repair the well, pumps and water delivery system and to lay out, excavate and install, maintain and repair such pipes and water delivery system as reasonably necessary to provide domestic potable water to the dominate property.

4. Covenants, Abuse, Maintenance. The parties to this agreement shall have the right of use and enjoyment of said well, and shall share equally the water provided therefrom for domestic use at the respective residences of each; provided however that neither party shall allow waste or use of water therefrom for crop irrigation purposes, excepting each may upon consent of the other, utilize so much of the water therefrom for incidental gardening or other outdoor purpose.

5. Utility Service. Grantor shall provide electricity to the pump serving the well and shall set the amount of reimbursement due from grantees. In the event of dispute between grantor and grantee as to the appropriate amount to be charged for the delivery of water to the respective properties of each, either party may require that electricity serving the pump be separately metered and/or that the volume of water serving each of the respective properties be metered, the cost of which shall be split equally between grantors and grantees. Alternatively, grantee may at grantee's sole cost and expense if feasible install and maintain a separate pump, pipe, electric utility and water delivery system from said well to grantee's property, at which time all of grantee's rights in and to the common pump, water delivery system shall cease.

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6. Repair. The cost of repair to the well, pump, electric panel and water delivery system jointly serving the properties of grantors and grantees shall be shared equally; the costs of maintaining all portions of the water delivery system not common to grantors and grantees shall be paid by the respective party which service is being made. Grantors and grantees shall maintain such valves as will permit the water delivery system to be shut off.

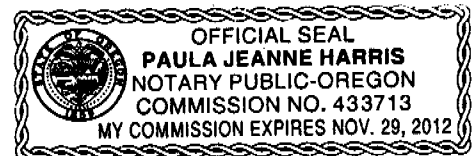
7. Reimbursement. Each party shall share equally the cost of maintenance, upkeep, repair and operation of the well. The parties shall, where practical agree upon the necessary repairs and pay their proportionate costs thereof. In the event a failure of agreement or in the event one party should commission and pay for maintenance, upkeep, repair and operation the other party shall remit within 30 days a written demand for such parties proportionate share of the costs thereof. In the event said party should fail to pay the other party may seek to enjoin the other's use of the well and water delivery system and/or bring legal action for a proportionate share of such expenses and cost and shall receive in addition to said damages a reasonable sum as and for that parties attorneys fees.

8. Access. Either party may gain reasonable access to the well, pump and water delivery system, to both parcels at all reasonable times and under reasonable circumstance.

9. Covenant Running With the Land. This agreement shall run with the land and shall be binding on the parties heirs, successors and assigns and successors in interest.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 4<sup>th</sup> day of May, 2012.

Charles F. Harris  
Charles F. Harris, Grantor



STATE OF OREGON, County of Klamath )ss.

Acknowledged before me by Charles F. Harris on the 4<sup>th</sup> day of May, 2012.

Paula Jeanne Harris  
Notary Public  
My commission expires: Nov 29, 2012

W. JoAnn Harris  
W. JoAnn Harris, Grantor



STATE OF OREGON, County of Klamath )ss.

Acknowledged before me by W. JoAnn Harris on the 4<sup>th</sup> day of May, 2012.

Paula Jeanne Harris  
Notary Public  
My commission expires: Nov 29, 2012

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Scott Eldon Harris

Scott Eldon Harris, Grantee



STATE OF OREGON, County of Klamath )ss.

Acknowledged before me by Scott Eldon Harris on the 4<sup>th</sup> day of May, 2012. by Scott

Paula Jeanne Harris  
Notary Public

My commission expires: Nov 29, 2012

Charles F. Harris

Charles F. Harris, Grantee

STATE OF OREGON, County of Klamath )ss.

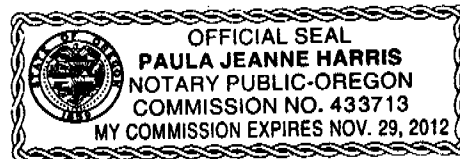
Acknowledged before me by Charles F. Harris on the 4<sup>th</sup> day of May, 2012.

Paula Jeanne Harris  
Notary Public

My commission expires: Nov 29, 2012

W. JoAnn Harris

W. JoAnn Harris, Grantee

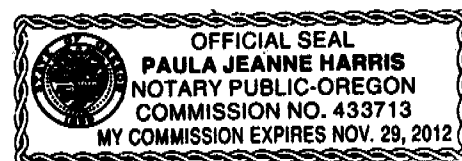
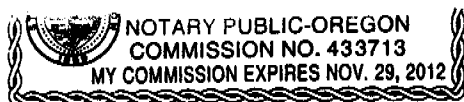


STATE OF OREGON, County of Klamath )ss.

Acknowledged before me by W. JoAnn Harris on the 4<sup>th</sup> day of May, 2012.

Paula Jeanne Harris  
Notary Public

My commission expires: Nov 29, 2012



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