



00146478201300139070070071

12/19/2013 03:07:11 PM

Fee: \$72.00

After Recording Return to:  
Brandsness, Brandsness & Rudd  
411 Pine Street  
Klamath Falls, OR 97601

GRANT OF EASEMENT AND  
WELL MAINTENANCE AGREEMENT

Date: December 2, 2013

Parties: Mom-Meg, LLC ("Grantor")  
An Oregon limited liability company  
P.O. Box 307  
Malin, Oregon 97632

Sharron L. Biggs, Trustee of the ("Grantee")  
Sharron L. Biggs Trust  
22145 North Malin Road  
Malin, Oregon 97632

1) Grantor is the owner of property in Klamath County described on the Attached Exhibit "A" (the "Grantors Property").

2) Grantee is the owner of property in Klamath County described on the Attached Exhibit "B" (the "Grantees Property").

3) There is a water well (the "Well") located on Grantors Property and described on the attached Exhibit "C". It is the intent of the parties hereto that, subject to the Oregon Department of Water Resources approval, Grantee shall have a 40/140<sup>th</sup> interest beneficial use of the water being extracted from the Well (the parties "Percentage Beneficial Use"). The parties shall withdraw water from said Well for use only upon Grantors and Grantees properties. Grantor and Grantee shall pay each parties Percentage Beneficial Use of the cost of maintaining the said Well, Well casing, pump, pump house and electrical system, and all other costs associated with the maintenance operation and repair of the Well system, excluding the personal lines and systems to the individual properties.

Therefore, for valuable consideration, 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 Grantee an undivided 40/140<sup>th</sup> interest ownership of the Well and conveys to Grantee the right to take water from the Well and to convey such water from the Well to Grantees Property by pipe; and

2) Grantor hereby further grants to Grantee an easement across the Grantors Property described on the attached Exhibit "D" to the Well located on Grantors Property for the installation,

maintenance and repair of Grantee's water delivery system. Said easement shall be perpetual and run with the ownership of Grantors and Grantees Properties.

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

A. Grantee, its heirs, successors and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve Grantees Property and shall repair or pay for, at Grantees sole expense, any damage done to Grantors Property in such maintenance, repair and replacement, and shall pay Grantees Percentage Beneficial Use of all future costs of maintenance, repair, replacement and improvement of the Well and Well casing.

B. Grantor, its heirs, successors and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve Grantors Property and shall repair or pay for, at Grantors sole expense, any damage done to Grantees Property in such maintenance, repair and replacement, and shall pay Grantors Percentage Beneficial Use 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 Grantor and Grantees Properties and is subject to the approval of the Oregon Department of Water Resources.

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 Properties 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 as attorneys fees and disbursements provided by law.

F. This Agreement shall bind and inure to each of said Properties 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.

GRANTOR:

MON-MEG, LLC

By Edward R. Biggs  
Edward R. Biggs  
Its Authorized Member

GRANTEE:

SHARRON L. BIGGS TRUST

By Sharron L. Biggs, trustee  
Sharron L. Biggs, Trustee

STATE OF OREGON           )  
                                  ) ss.  
County of Klamath        )

Personally appeared before me this 2nd day of DECEMBER, 2013, the above-named Edward R. Biggs, as a member of Mon-Meg, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.



Karen A Baker  
Notary Public for Oregon  
My Commission expires: 9.20.2013

STATE OF OREGON           )  
                                  ) ss.  
County of Klamath        )

Personally appeared before me this 2nd day of DECEMBER, 2013, the above-named Sharron L. Biggs, as Trustee of the Sharron L. Biggs Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.



Karen A Baker  
Notary Public for Oregon  
My Commission expires: 9.20.2013

EXHIBIT A

The NE1/4 SE1/4 of Section 10, Township 41 South, Range 12 East  
of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B

The NW1/4 SE1/4 of Section 10, Township 41 South, Range 12 East  
of the Willamette Meridian, Klamath County, Oregon.

**STATE OF OREGON  
EXEMPT USE WELL MAP**

(as required by ORS 537.545 & OAR 690.190)

This map is supplemental to the WATER SUPPLY WELL REPORT

**Oregon Water Resources Department**

725 Summer St NE, Salem, OR 97301

(503)986-0900



**LOCATION OF WELL**

Latitude: 42.02735115

Longitude: -121.39329411

Datum: WGS84

Township/Range/Section/Quarter-Quarter Section:

WM 41.00S 12.00E 10 NESE

Address of Well:

22145 N MALIN RD

Revised: 22145 N Malin Rd

Well Label: L81996

Well Log: KLAM 58142

Printed: Jun 12, 2012

DISCLAIMER: This map is not used to represent the appropriate location of the exempt use well provided by the land owner. It is not intended to be construed as survey accurate in any manner.

↑  
WELL

