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03/21/2014 10:20:33 AM

Fee: \$97.00

WELL AGREEMENT AND EASEMENT

This agreement made and entered on the date last signed below by and between
 Howard Tompkins, Cynthia Tompkins hereinafter "Grantors" and
 individually and Joshua Tompkins
 "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:

R-3809-007C0-3000-000
 5040 WOCUS RD
 Klamath Falls OR see exhibit A

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, : Howard Tompkins and Cynthia Tompkins and Joshua Tompkins husband and wife, are the owners of real property, the legal description of which is:
 and son,

R-3809-007C0-02700-000 Exhibit A"
 5024 WOCUS RD Klamath Falls OR 97601

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.

Shared Well Agreement

To Whom It May Concern,

As of March 17, 2014, 5040 and 5024 Wocus Road in Klamath Falls, Oregon shall share the water well located on the property of 5040 Wocus Road and any cost of maintenance and/or repairs pertaining to the well will be split equally between the owners of said properties going forward in perpetuity.

Joshua C. Tompkins

A handwritten signature in black ink, appearing to be "Howard J. Tompkins".

Howard J. Tompkins - Grantor

A handwritten signature in black ink, appearing to be "Cynthia F. Tompkins".

Cynthia F. Tompkins - Grantor

A handwritten signature in black ink, appearing to be "Cynthia F. Tompkins".

17 March 2014

Legal Description

ALL-PURPOSE ACKNOWLEDGMENT

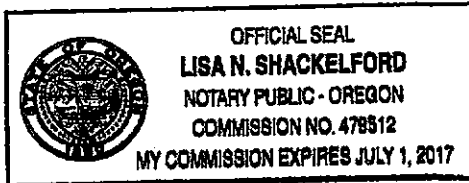
State of OREGON

County of Multnomah

On MARCH 17th, 2014 before me, Lisa Shackelford
DATE NAME OF NOTARY PUBLIC

personally appeared Joshua Tompkins, Howard Tompkins,
NAME(S) OF SIGNER(S)
Cynthia Tompkins.

☐ personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal or Stamp Here

Lisa Shackelford
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT

SHARED WELL AGREEMENT DATED
TITLE OR TYPE OF DOCUMENT
MARCH 17, 2014

1
NUMBER OF PAGES

MARCH 17, 2014
DATE OF DOCUMENT

NONE
SIGNER(S) OTHER THAN NAMED ABOVE

76244

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

PARCEL A:

A tract of land situated in the SE1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Westerly right of way line of the old The Dalles-California Highway which point is 489.5 feet North 89° 49' West along the East-West quarter line and South 6° 02' West along the Westerly right of way of said highway 2,100.49 feet from the center of Section 7, said Township and Range, and running thence South 6° 02' West along said Westerly right of way line a distance of 173.6 feet to a point; thence North 89° 42' West parallel to the South line of said Section 7, a distance of 486.54 feet to a point; thence North 6° 02' East parallel to above mentioned Westerly right of way line a distance of 172.55 feet to a point; thence South 89° 49' East a distance of 480.54 feet to the point of beginning.

PARCEL B:

A tract of land situated in the S1/2 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a point which lies North 89° 49' West along the quarter line a distance of 976.04 feet and South 6° 02' West parallel to the centerline of the Old Dalles-California Highway a distance of 2100.6 feet from the center of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, said point being the Southeast corner of that tract conveyed by deed recorded in Volume 149, page 149; thence continuing South 6° 02' West a distance of 172.55 feet to a point; thence North 89° 49' West parallel to the above mentioned quarter line to a point on the Easterly right of way line of the New Dalles-California Highway; thence in a Northwesterly direction along said right of way line of said new highway to a point on the Easterly right of way line of said new highway which is North 89° 49' West a distance of 132 feet, more or less, from the point of beginning; thence South 89° 49' East a distance of 132 feet, more or less, to the point of beginning.

EXCEPTING FROM THE ABOVE DESCRIBED TWO PARCELS that property described in Warranty Deed to Klamath County, a political subdivision of the State of Oregon, recorded August 27, 1981 in Volume M81, page 15270, Deed Records of Klamath County, Oregon, as follows: A parcel of land in the SE1/4 of the SW1/4 of Section 7, Township 38 South, Range 9 East, of the Willamette Meridian, more particularly described as follows: Beginning at a point on the Westerly right of way line of Wocus Road, Klamath County, Oregon, which point is 489.5 feet North 89° 49' Westerly along the East-West quarter line and South 6° 02' Westerly along the West right of way of said Wocus Road, 2,193.69 feet from the center of Section 7, said township and range; and run thence South 6° 02' West along said Westerly right of way line a distance of 80.4 feet; thence North 89° 42' Westerly 563.7 feet; thence Northwesterly along the East right of way line of The Dalles-California Highway 81.86 feet; thence South 89° 42' East 589.10 feet to the point of beginning.

And further described as the Southerly 80 feet of the parcels described in Volume M76, pages 14208, 14209 and 14210 of Klamath County, Oregon, deed records.

76245**PARCEL 2:**

A parcel of land in the SE1/4 of the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Westerly right of way line of Wocus Road, Klamath County, Oregon, which point is 489.5 feet North 89° 49' Westerly along the East-West quarter line and South 6° 02' Westerly along the West right of way of said Wocus Road, 2,193.69 feet from the center of Section 7, said township and range; and run thence South 6° 02' West along said Westerly right of way line a distance of 80.4 feet; thence North 89° 42' Westerly 563.7 feet; thence Northwesterly along the East right of way line of The Dalles-California Highway 81.86 feet; thence South 89° 42' East 589.10 feet to the point of beginning.

And further described as the Southerly 80 feet of the parcels described in Volume M76, page 14208, 14209 and 14210 of Klamath County Deed Records.

Tax Account No.: 3809-007CO-03000-000

Key No.: 429584

PARCEL 3:

A parcel of land located in the SE1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pipe marking the quarter corner common to Sections 7 and 18, Township and Range aforesaid, thence North 89° 42' West a distance of 770.8 feet; thence North 6° 02' East a distance of 290.9 feet to a point on the Westerly right of way line of the Dalles California Highway, which point is at the Southeast corner of the tract herein described; thence North 6° 02' East a distance of 112.1 feet; thence North 89° 42' West a distance of 591.8 feet; thence South 0° 01' West a distance of 111.5 feet; thence South 89° 42' East a distance of 580 feet to the point of beginning, excepting portion conveyed to the State of Oregon, by and through its State Highway Commission by deed recorded on page 65 of Volume 138, Deed Records of Klamath County, Oregon.

TOGETHER WITH That portion of land located in the SE1/4 SW1/4 Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; being more particularly described as follows:

Commencing at the one-quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 89° 42' West, 770.80 feet to a point on the Westerly right of way line of the former Dalles-California Highway, now a County Road, thence North 06° 02' East along said Westerly right of way line, 280.90 feet to the point of beginning for this description; thence North 89° 42' West, 260.00 feet; thence North 06° 02' East 10.00 feet; thence South 89° 42' East, 260.00 feet to a point on the Westerly right of way line of the aforementioned County Road; thence South 06° 02' West, 10.00 feet to the point of beginning.

(Legal Description: Continued)

76246

EXCEPTING THEREFROM the following described tract of land conveyed by instrument recorded May 19, 1975 in Volume M75, page 14638, Microfilm Records of Klamath County, Oregon, to wit:

That portion of land located in the SE1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the one-quarter corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 89° 42' West 770.80 feet to a point on the Westerly right of way line of the former Dalles-California Highway, now a County Road; thence North 06° 02' East along said Westerly right of way line, 280.90 feet to the point of beginning for this description; thence North 06° 02' East a distance of 122.1 feet; thence North 89° 42' West a distance of 390.00 feet; thence South 06° 02' West a distance of 112.10 feet; thence South 89° 42' East a distance of 130.00 feet; thence South 06° 02' West a distance of 10.00 feet; thence South 89° 42' East a distance of 260.00 feet to the point of beginning.

Tax Account No: 3809-007C0-02800-000

Key No: 429575

PARCEL 4:

That portion of land located in the SE1/4 SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the 1/4 corner common to Section 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian; thence North 89° 42' West 770.80 feet to a point on the Westerly right of way line of the former Dalles - California Highway, now a County Road; thence North 06° 02' East along said Westerly right of way line, 280.90 feet to the point of beginning for this description; thence North 06° 02' East a distance of 122.1 feet; thence North 89° 42' West a distance of 390.0 feet; thence South 06° 02' West a distance of 112.10 feet; thence South 89° 42' East a distance of 130.0 feet; thence South 06° 02' West a distance of 10.0 feet; thence South 89° 42' East a distance of 260.0 feet to the point of beginning.

Tax Account No.: 3809-007C0-02700-000

Key No.: 429566