

2014-008961

Klamath County, Oregon



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Fee: \$67.00

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

**GRANT OF EASEMENT AND
WELL MAINTENANCE AGREEMENT**

Date: August 14, 2014

Parties: Sharron L. Biggs, Trustee of the
Sharron L. Biggs Trust
22145 North Malin Road
Malin, Oregon 97632

AND

Monica M. Thompson
P.O. Box 307
Malin, OR 97632

(Collectively "Grantors")

Mon-Meg, LLC, an
an Oregon limited liability company ("Grantee")
P.O. Box 307
Malin, Oregon 97632

(Hereinafter "Grantee")

Grant of Easement:

1. Grantors are the record owners of two parcels of contiguous real property described on the attached Exhibit "A", located in Klamath County, State of Oregon; and have the unrestricted right to grant the easement hereinafter described relative to said parcels of real property.

2. Grantee is the record owner of the real property described on the attached Exhibit "B", located in Klamath County, State of Oregon.

3. Grantors desire to grant to Grantee the right to cross Grantor's properties for ingress and egress from Grantee's property to an agricultural irrigation well (the "Well") located on Grantor Monica M. Thompson's property.

4. Grantors hereby conveys to Grantee, its heirs, successors, and assigns, a perpetual non-exclusive 16 foot wide easement on Grantor's properties. A depiction of the easement contained herein is attached hereto as Exhibit "C."

5. It is the intent of the parties hereto that, subject to the Oregon Department of Water Resources approval, Grantee shall have a twenty eight (28%) percent 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. Grantors 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) Grantors do hereby grant, sell and convey to Grantee an undivided twenty eight percent (28%) ownership interest in 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) Grantors hereby further grants to Grantee a 16 foot wide easement across the Grantors Properties as described on the attached Exhibit "C" to the Well located on Grantor Monica Thompson's 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 any maintenance, repair and replacement of pumps, pipes, and other equipment which solely serves 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. Grantors, their heirs, successors and assigns, shall be solely responsible for any maintenance, repair and replacement of pumps, pipes and other equipment which solely serves Grantors Properties 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 Grantors 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 common pipe or appurtenances, 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.

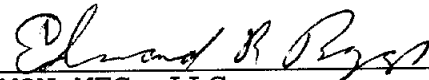
F. This Agreement shall bind and inure to each of said Properties of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein written.

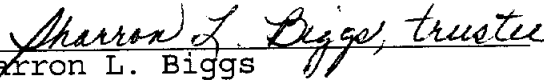
GRANTORS:


Monica M. Thompson

GRANTEE:

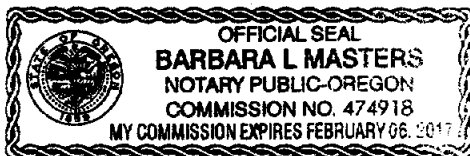

MON-MEG, LLC
By: Edward R. Biggs
Its: Authorized member


SHARRON L. BIGGS, TRUSTEE


Sharron L. Biggs

STATE OF OREGON)
) ss.
County of Klamath)

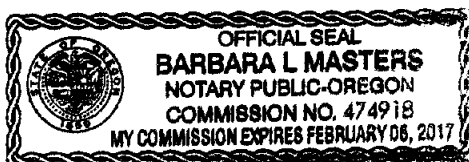
Personally appeared before me this 14th day of August 2014, the above-named Monica M. Thompson, and acknowledged the foregoing instrument to be her voluntary act and deed.

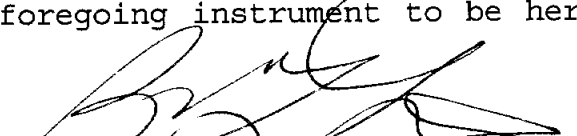



Notary Public for Oregon
My Commission expires: 2-6-17

STATE OF OREGON)
) ss.
County of Klamath)

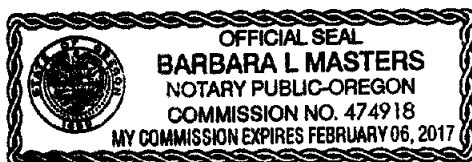
Personally appeared before me this 15th day of August 2014, the above-named Sharron L. Biggs, as Trustee of the Sharron L. Biggs Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.




Notary Public for Oregon
My Commission expires: 2-6-17

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 15th day of August 2014, the above-named Edward R. Biggs, as an authorized member of Mon-Meg, LLC, and in his individual capacity and acknowledged the foregoing instrument to be his voluntary act and deed.



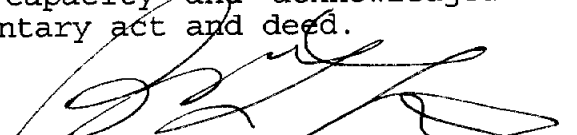

Notary Public for Oregon
My Commission expires: 2-6-17

EXHIBIT "A"
LEGAL DESCRIPTIONS

MONICA M. THOMPSON'S PROPERTY:

NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 41 South, Range 12 East of
the Willamette Meridian, Klamath County, Oregon.

SHARRON L. BIGGS TRUST'S PROPERTY:

NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 10, Township 41 South, Range 12 East of the
Willamette Meridian, Klamath County, Oregon.

EXHIBIT "B"
LEGAL DESCRIPTION

MON-MEG, LLC PROPERTY:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 41 South, Range 12 East
Of the Willamette Meridian, Klamath County, Oregon.