

AFTER RECORDING RETURN TO:
Mr. William H. Fowler
Fowler & McNair, LLP
PO Box 1746
Medford, OR 97501

2016-012705

Klamath County, Oregon



11/30/2016 09:42:41 AM

Fee: \$67.00

UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO:
William R. Evans and Gwendolyn Evans
2061 Taylor Rd.
Central Point, OR 97502

True and Actual Consideration: \$15,000.00

PURCHASE AND EASEMENT AGREEMENT

THIS PURCHASE AND EASEMENT AGREEMENT is made and entered into this 8th day of November, 2016, by and between **William R. Evans and Gwendolyn Evans**, hereinafter referred to as "**Sellers**", and **Carol A. Schott and Jan A. McDuffee**, hereinafter referred to as "**Purchasers**."

RECITALS:

- A. Evans are the Permittee's for use of Lot 14, Block F, Lake of the Woods Home Sites, Klamath County, Oregon, and the owners of a cabin and other improvements on Lot 14, including, but not limited to, a domestic water well, pump and water pressure and delivery system.
- B. Purchasers are the Permittee's for use of Lot 21, Block F, Lake of the Woods Home Sites, Klamath County, Oregon, and the owners of a cabin and other improvements on Lot 21.
- C. Purchasers have, with the consent of Evans, installed a water transmission pipe from the water system on Lot 14, to the cabin located on Lot 21. A map, not drawn to scale, is marked Exhibit "A" and attached hereto for the purpose of generally locating the water system on Lot 14 and the location of the water pipe from the water system to the point of delivery at the cabin located on Lot 21. Purchasers have for many years used water produced from the referenced well for domestic purposes, with the consent of Evans.
- D. Purchasers wish to purchase from Evans, and Evans wishes to sell to Purchasers a half interest in the water well, pump and water pressure and delivery system, together with an easement for the water pipe and for access to the water delivery system.

NOW, THEREFORE, the parties agree as follows:

1. PURCHASE. Evans agrees to sell and Purchasers agree to purchase the property and benefits hereunder described (the "Property") on the terms and conditions and for the price stated in this Agreement.

1.1 A half interest in the domestic water well located on Lot 14 at the approximate location shown on Exhibit "A" attached hereto.

1.2 A half interest in the water pump, water pressure system and water delivery system.

1.3 A perpetual, non-exclusive easement for the water pipe installed to convey water from the facilities on Lot 14 to the point of delivery at the cabin on Lot 21, and for access to the water delivery system on Lot 14.

2. CONSIDERATION.

2.1 The purchase price for the Property is Fifteen Thousand and no/100 (\$15,000.00) Dollars, which Purchasers shall pay to Evans upon delivery of this Agreement to Purchasers signed by Evans before a notary.

2.2 Purchasers shall pay to Evans the sum of \$50.00 on or about July 1 of each year hereafter for reimbursement of a portion of the cost of electricity for the pump.

3. GRANT OF EASEMENT: William R. Evans and Gwendolyn Evans ("Grantor"), hereby grant to Carol A. Schott and Jan A. McDuffee, their heirs and assigns, ("Grantee"), a perpetual and irrevocable non-exclusive easement for the installation, maintenance, operation, improvement, removal and repair of a water pipe, including, but not limited to an existing water pipe. The easement shall include the right of ingress and egress over the easement area hereafter described for the purpose of installation, maintenance, operation, improvement, removal and repairs of the water pipe and to access the water delivery system on Lot 14. Grantor warrants that Grantee shall have peaceable enjoyment of such easement. This easement is granted upon the terms and conditions appearing below.

This easement is granted over Lot 14, the servient estate, for the benefit of Lot 21, the dominant estate. The easement area is Ten (10) feet wide and traverses Lot 14 as depicted on Exhibit A, attached hereto.

This easement grants to Grantee a right of access to the water system on Lot 14 and for the installation, maintenance, operation, improvement, removal and repair of the water pipe. This grant does not give Grantee any right of ingress or egress to any other part of Grantor's property or to use any other part of Grantor's Property.

This grant of easement shall run with the land and shall be perpetual, subject, however, to termination in the event the Federal government ceases to issue a Use Permit for private use of Lot 14.

4. TERMS AND CONDITIONS OF EASEMENT.

4.1 This grant of easement and right of access is given to Grantee, their heirs and assigns, for all activities necessary to achieve the purpose for which this easement has been granted.

4.2 Grantee, their contractors and agents, shall perform all allowed installation and maintenance in a workmanlike manner, at their sole and separate cost.

4.3 Grantor, their heirs and assigns, reserves the right to use the surface of the easement area, provided that such use does not unreasonably interfere with Grantee's use of the easement.

5. USE OF WATER. The parties acknowledge that the water pumped from the well on Lot 14 is used by the parties to this Agreement and one other Homesite for cooking and bathing use. The parties agree that no other person or persons will be permitted to use the water and that all users of water from the well will be limited to use of the water for cooking and bathing.

6. MAINTENANCE.

6.1 Evans will monitor the well, pump, pressure system and water delivery system. Evans will determine the need for maintenance and shall supervise all repairs. When practical to do so, Evans shall notify Purchasers of the need for repairs prior to commencing work.

6.2 Evans and Purchasers shall each pay half the cost of maintenance and repairs to the well, pump, pressure system and water delivery system. Evans will provide to Purchasers a copy of all invoices related to maintenance and repair of these facilities. Purchasers shall reimburse Evans half the invoice totals within 30 days of their receipt of an invoice.

6.3 Any maintenance or repair to the water pipe that serves Lot 21 shall be the sole responsibility of and at the sole cost of Purchaser.

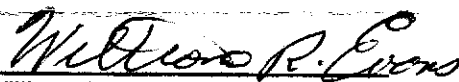
7. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, regarding the subject matter hereof. No party has relied upon any representation except those appearing in this Agreement.

8. Amendment and Modification. This Agreement can only be modified or amended by a written instrument duly executed by all parties hereto.

9. Recordation. This Agreement shall be recorded in the Official Records of Klamath County, Oregon.

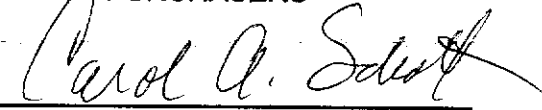
IN WITNESS WHEREOF the parties have entered into this Purchase and Easement Agreement as of the date first above appearing.

"EVANS"


William R. Evans


Gwendolyn Evans

"PURCHASERS"


Carol A. Schott


Jan A. McDuffee

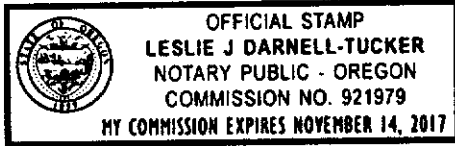
(NOTARY ACKNOWLEDGEMENTS APPEAR ON THE NEXT PAGE)

STATE OF OREGON)

County of Jackson)

ss

On this 8th ^{November} day of ~~October~~, 2016, personally appeared William R. Evans,
and acknowledged the foregoing instrument.



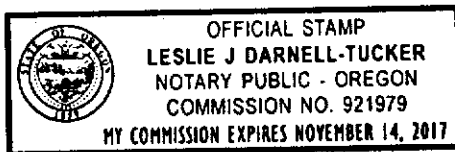
Leslie J Darnell-Tucker
NOTARY PUBLIC FOR OREGON
My commission expires: November 14, 2017

STATE OF OREGON)

County of Jackson)

ss

On this 8th ^{November} day of ~~October~~, 2016, personally appeared Gwendolyn Evans
and acknowledged the foregoing instrument.



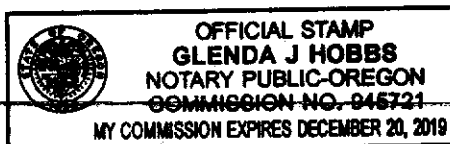
Leslie J Darnell-Tucker
NOTARY PUBLIC FOR OREGON
My commission expires: November 14, 2017

STATE OF OREGON)

County of Jackson)

ss

On this 4 ^{November} day of ~~October~~, 2016, personally appeared Carol A. Schott and
acknowledged the foregoing instrument.



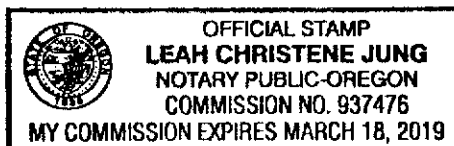
Glenda J Hobbs
NOTARY PUBLIC FOR OREGON
My commission expires: 12/20/19

STATE OF OREGON)

County of ~~Multnomah~~ ^{Clackamas})

ss

On this 27th day of October, 2016, personally appeared Jan A. McDuffee and
acknowledged the foregoing instrument.



Leah Christene Jung
NOTARY PUBLIC FOR OREGON
My commission expires: March 18, 2019

