

2018-000554

Klamath County, Oregon



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Fee: \$67.00

After recording, deliver to:

Cascade Water District
C/O Pat HANCOCK
P.O. Box 653
Chemult, OR 97731

No change to tax statements

WELL AGREEMENT AND WATER DELIVERY EASEMENT

This Well Agreement and Water Delivery Easement (this "Agreement") is entered into this 16th day of January, 2018, between Corby and Colleen Riley and their heirs, successors, and assigns ("Riley"), collectively Grantor, and Cascade Water Improvement District and its heirs, successors, and assigns (the "District"), collectively Grantee. Together Riley and the District shall be referenced as the "Parties".

RECITALS

1. Riley is the owner of real property situated in Klamath County ("Servient Parcel"), more particularly described in **Exhibit A** and commonly referenced as Tax Lot 4700, attached and incorporated herein by this reference. This parcel contains an existing well.
2. Riley is also the owner of real property north of the Servient Parcel, more particularly described in **Exhibit B** and commonly referenced as Lots 1, 2, 3, and 4 of Block 1 ("Riley North Lots"), attached and incorporated herein by this reference.
3. Riley is also the owner of real property north and east of the Servient Parcel, more particularly described in **Exhibit C** and commonly referenced as Lot 7 and parts of Lots 8 and 9 of Block 1 ("Riley East Lots"), attached and incorporated herein by this reference.
4. The District operates a water improvement district which delivers potable water to multiple local users in the area of the Servient Parcel, including the Riley North Lots and Riley East Lots (collectively, "all Riley Lots"), as depicted on **Exhibit D**, attached and incorporated herein by this reference.
5. A water well, well house, and associated equipment, including, but not limited to, a submersible pump, pump enclosure, pressure tanks, valves, piping, electrical panel, electrical motor and wiring, and underground piping are located on the Servient Parcel, and underground piping connecting the system to District users is also located on other user parcels, including all Riley Lots, and all of these are collectively referenced herein as the "Well and Equipment."
6. The Parties desire to enter into an easement to allow the District to control, access, operate, maintain, and use the Well and Equipment to obtain a water supply for the benefit of the District's users, including all Riley Lots, in exchange for the District assuming all responsibility and liability for operation and maintenance of the Well and Equipment.
7. The Parties acknowledge that the District's function may be replaced by another water system in the future, and in the event that a municipal or privately owned water system is installed to serve the properties referenced herein, and all Riley Lots are reasonably able to

Ron Cousins
 Returned at Counter

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connect to such system, this Agreement and Easement to furnish water to the District shall be of no further force and effect. The Parties will execute necessary documents to memorialize such change in Klamath County deed records.

AGREEMENT

Now therefore, incorporating the above recitals as if stated herein, the Parties agree as follows:

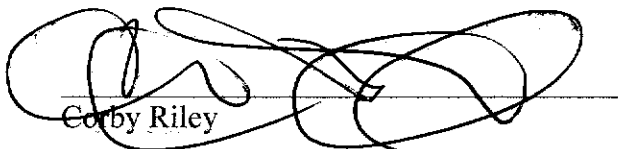
For consideration of mutual benefit as set forth herein, Riley grants to the District a nonexclusive easement for the 20' by 20' area centered around the existing well house located in the northeast corner of the Servient Parcel, encompassing 400 total square feet (the "Easement Area"), for the control, operation, maintenance, and use of the Well and Equipment to obtain a water supply for the benefit of the District's users. Riley also grants to the District a nonexclusive easement for all Well and Equipment located on or under all Riley Lots, for the control, operation, maintenance, and use of the District to deliver water to all Riley Lots and other District users.

The Parties shall have the following obligations under this Agreement:

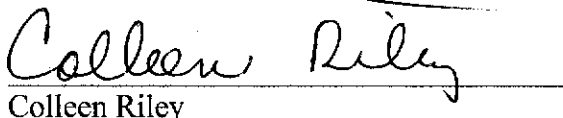
1. The District shall promptly make all necessary repairs and pay all expenses of operating and maintaining the Well and Equipment; including, but not limited to, well drilling, well house structure maintenance, electrical costs and repair and all other maintenance charges. Such repairs shall include restoring disturbed areas to as good or better condition, to the property owner's satisfaction.
2. The District shall obtain and continue appropriate insurance on the Well and Equipment and Easement Area, with Riley listed as additional insured, and shall provide a copy of such insurance policy to Riley within ten (10) days of the District's receipt of proof of insurance for the initial term or any subsequent renewal term. Terms shall include insurance of Riley's property and improvements for damage caused by the Well and Equipment or as a direct result of its location on Riley's Property.
3. The District shall be solely responsible for all accidents or other occurrences suffered by and/or injuries to its employees, licensed agents, representatives, or third parties occurring during the exercise of the District's rights under this Agreement, and shall indemnify and defend Riley against any and all claims relating to the Well and Equipment or any use of the water described herein made by the District, the District's agents and assigns, and/or any third parties making claims against Riley in relation to the Well and/or Equipment.
4. The District shall pay when due all claims for work done on or for services rendered or materials furnished to the Easement Area pertaining to the District's use, operation, and maintenance of the Well and Equipment, and shall keep the Servient Parcel and Easement Area free from any liens other than liens created by Riley, except that the District may withhold payment of any claim in connection with a good faith dispute of the obligation to pay, so long as Riley's property interest is not jeopardized thereby. In the event the District withholds payment of a claim and a lien is filed as a result, the District shall within twenty (20) days of receiving notice of the filing secure the discharge of the lien.

5. The District shall have the right to enter upon the Easement Area of the Servient Parcel solely for purposes of operation, repair, or maintenance of the water delivery system described herein.
6. The District's right to benefit from this Agreement shall be limited to the District for the express purpose stated herein, and only so long as the District continues to use water from the Well and Equipment by this means, for the stated purpose, and remains legally entitled to do so. Should the District cease to exist, or if a public water system is put in place, this Agreement shall be null and void, and all right, title, and interest to the Well and Equipment shall revert back to Riley or their heirs, successors, and assigns. This Agreement is not transferable unless Riley or their heirs, successors, or assigns expressly agree to such transfer in writing by subsequent agreement.
7. This Easement is granted subject to all prior easements or encumbrances of record, which includes, but is not limited to, Klamath County Deed Records, Volume M84, Page 6651-6654, Easement and Agreement for Water; and in the event said Easement is ineffective in some way, the underlying intent to provide service to Lot 7 in Block 1 of the Riley East Lots by the subject well shall be enforced as preceding this Well Agreement. Additionally, the subject well has historically served all Riley Lots, and this obligation shall precede this Well Agreement.
8. Riley shall continue to pay property taxes on the Servient Parcel and Easement Area.

GRANTOR:


Corby Riley

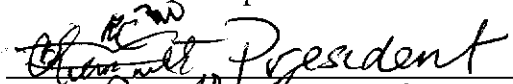
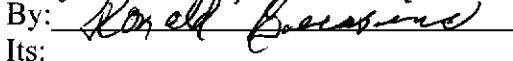
1/16/18
Date


Colleen Riley


1/16/18
Date

GRANTEE:

Cascade Water Improvement District

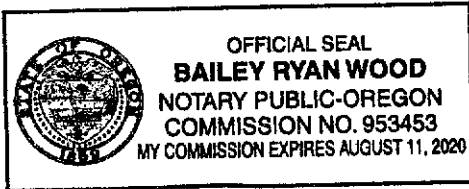

By: 
Its: _____

1/16/18
Date
1/16/18

SECRETARY

[notary blocks follow on next page]

State of Oregon)
) ss.
County of Deschutes)

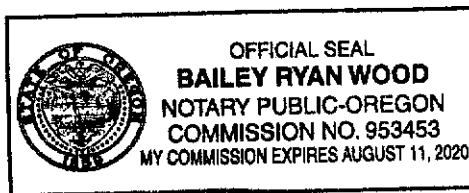
The foregoing instrument was acknowledged before me this 16th day of January, 2018, by Corby Riley, Grantor.



B. Ryan Wood
Notary Public for State of Oregon

State of Oregon)
) ss.
County of Deschutes)

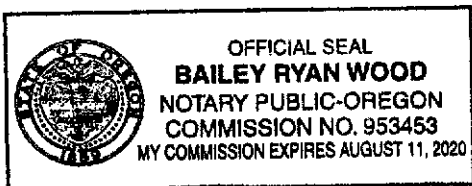
The foregoing instrument was acknowledged before me this 16 day of January, 2018, by Colleen Riley, Grantor.



B. Ryan Wood
Notary Public for State of Oregon

State of Oregon)
) ss.
County of Deschutes)

The foregoing instrument was acknowledged before me this 16th day of January, 2018, by Ronald Cussins + Kimberly Matlock in their capacity as President + Secretary of Cascade Water Improvement District, Grantee.



B. Ryan Wood
Notary Public for State of Oregon

EXHIBIT A

Legal Description of Riley Property

"Servient Property"

Commencing at the Northwest corner of Block 8, ORIGINAL TOWNSITE OF CHEMULT on the Easterly line of the Dalles-California Highway No. 97; thence in a Southerly direction and parallel along said highway a distance of 50 feet; thence at right angles to said highway in an Easterly direction, a distance of 150 feet; thence at right angles in a Northerly direction and parallel to said highway, a distance of 50 feet to the Southerly boundary of First Street; thence at right angles along the Southerly boundary of First Street to the point of beginning; and being part and portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXHIBIT B

Legal Description of Riley Property

"Riley North Lots"

Lots 1, 2, 3 and 4 in Block 1, ORIGINAL TOWNSITE OF CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXHIBIT C

Legal Description of Riley Property

"Riley East Lots"

Lot 7 and the Southerly 100 feet of Lots 8 and 9 in Block 1, CHEMULT, according to the official plat thereof filed in the office of the County Clerk of Klamath County, Oregon.

Together with that portion of vacated alley, which inured thereto by order recorded August 29, 1979, in Volume M79, Page 20649, Microfilm records of Klamath County, Oregon.

EXHIBIT D

