

2020-016474

Klamath County, Oregon



12/17/2020 02:16:08 PM

Fee: \$87.00

**GRANT OF EASEMENT AND  
WELL MAINTENANCE AGREEMENT**

Scott and Marianne Harris, husband and wife, hereinafter referred to as "Grantors", on this 17 day of December, 2020 hereby grant an Easement and Well Maintenance Agreement under the terms and for the benefit of the properties described herein.

- 1) Grantors are the owners of real property in Klamath County, Oregon described as:

Lot 3, Block 8 of the First Addition  
To Keno Whispering Pines, Klamath County,  
Oregon.

2) Grantors have sought a land partition of said Lot 3, Block 8 in Land Partition 24-20 (hereinafter "LP 24-20"), a replat of Lot 3, Block 8 of Whispering Pines Subdivision, Klamath County, Oregon.

- 3) LP 24-20 partitions the property into three parcels.

4) Parcel 2 of LP 24-20 has located thereon an existing well (hereinafter the "Well"). The Well is connected or served by the well casing, pump, pump house and electrical system (collectively "the Water System"). There are water lines from the Well to Parcels 1, 2 and 3 of LP 24-20.

5) Each property shall have equal rights to withdraw water from said well for use on the above-described lots on LP 24-20. Each owner of each lot shall pay one-third of the cost of maintaining and repair of the said Well and Water System, excluding the personal lines and systems to the individual properties from the pump house, which shall be the sole responsibility of the user/owner.

6) Each Parcel shall have an undivided one-third ownership in the above-described Well and Water System and the right to take water from the Well and convey such water from the Well to their parcel in LP 24-20 by pipe.

7) There shall be a 16 foot wide easement on Parcel 2 as depicted on LP 24-20 for the benefit of Parcel 1 and Parcel 3. The easement shall be used for the installation, maintenance and repair of water delivery systems and access to the Well and Water System.

8) Each lot owner, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and other equipment which serves their said property and shall repair or pay for, at their sole expense, any damage done to any other property in LP 24-20 in such maintenance, repair and replacement and shall pay one-third of all future costs of maintenance, repair, replacement and improvement of the Well and Water System.

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9) Each party's interest in the water from said Well is limited to supplying water for domestic and irrigation use on the above-described Parcels.

10) This agreement shall bind and inure to each of said Parcels of land and be appurtenant thereto and run therewith.

11) In the event of any repair or replacement of the Well or Water System, 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 reasonably possible.

12) In the event that any owner of any of said parcels of land 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 it may adjudge reasonable as attorneys fees.

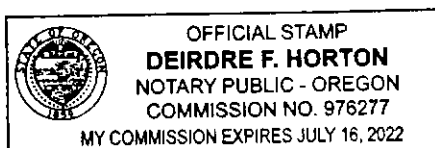
13) The Water System is separately metered for electricity. Each party will be responsible for one-third of the monthly electrical bill.

Scott Harris  
Scott Harris  
Grantor

Marianne Harris  
Marianne Harris  
Grantor

STATE OF OREGON           )  
  ) ss  
County of Klamath       )

Personally appeared before me this 17<sup>th</sup> day of December, 2020, the above-named Scott Harris and Marianne Harris, Grantors, and acknowledge the foregoing instrument to be his voluntary act.



Deirdre F. Horton  
Notary Public for Oregon  
My commission expires: July 16, 2022