

2021-008550

Klamath County, Oregon



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05/28/2021 11:27:06 AM

Fee: \$102.00

GRANTORS:

Andy Dunlap
4729 South Sixth St
Klamath Falls OR 97603

GRANTEES:

Joseph A Watkins and DeAnn C Watkins
4729 South Sixth St
Klamath Falls Or 97603

CONSIDERATION: \$0.00

GRANT OF EASEMENT
AND
WELL MAINTENANCE AGREEMENT

- A. Grantor is the owner of the real property in Klamath County described as Parcel 2 of Minor Land Partition 38-85 according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon, (the "Dunlap Property").
- B. Grantees are the owners of property in Klamath County described as Parcel 1 of Minor Land Partition 38-85 ("Watkins Property 2") in Klamath County.
- C. There is an irrigation water well and distribution lines located on the above described Dunlap Property. It is the intent of the parties hereto that said properties shall have rights to withdraw water from said well for use on the Watkins Property 2, and the Dunlap Property; and that the owners of each said property shall a portion (according to the percentage of the water right to the well, the Dunlap property 6% and the Watkins Property 94%) of the cost of maintaining the said well, distribution lines, well casing, pump, pressure tank, electrical system, and all other costs associated with the maintenance and repair of the well system, (the Well), excluding the personal lines and systems and systems to the individual properties.

AGREEMENT

THEREFORE, for valuable consideration, receipt of which is hereby acknowledged and subject to the considerations set forth in this instrument:

- 1) Grantors do hereby grant, sell and convey to Grantees an undivided 94% ownership of the Well and convey to Grantees the right to take water from the Well and to convey such water from the well to Grantees above-described property by pipe for irrigation.

TRU-line
Returned at Counter

1. GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

- 2) Grantors hereby further grant to Grantees an easement across "Dunlap property to the well for the maintenance and repair of the Grantee's water delivery system. Said easement shall be perpetual and run with the ownership of the properties described above.

It is mutually covenanted and agreed by the parties on behalf of themselves and their respective heir, successors, grantees and assigns as follow:

1. Grantee, its heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipe, and other equipment. Grantees shall pay 94% of all future costs of maintenance, repair, replacement and improvement of the well and well casing serving the two properties described above.
2. Grantors, their successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which solely serve its said property and shall pay 6% of all future costs of maintenance, repair, replacement and improvement of the well and well casing serving the two properties described above.
3. The parties' interest in the water from said well is limited to supplying water for domestic use on the above described properties.
4. In the event that any repair or replacement of the Well or well casing or one or more pipes in the Well, 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 arrange for the payment their respective share of the cost of said repair or replacement as soon as is reasonably possible.
5. Notice. If, in the opinion of any party, repair and /or replacement of the pump, wellhead, downhole piping, manifold and /or shared transmission line is necessary, written notice shall be provided to the other parties, in writing, describing the maintenance, repair or replacement to be undertaken and the cost thereof, if known. If the party receiving the notice does not object, in writing, within twenty days of receipt of the notice, then the cost of said repair and or replacement shall be divided between the parties.
6. **Fulfillment of Parties Obligations.** In the event, any party fails to fulfill their obligations under this Agreement, the other parties may perform on behalf of the declining party and advance funds for the account of the defaulting party. Any funds so advanced will be a debt of the defaulting party due to the advancing party, bearing interest at the rate of 9% per annum, and shall become immediately due and payable, with interest.
7. **Rights to run with the land.** The rights herein shall run with the land and will automatically transfer with the sale of the party's real property. Neither this agreement or any rights, interests, or obligations under this Agreement may be assigned to any party without the written consent of the other parties. No further extension of rights to third parties to access or use the Well shall be made without the expressed written consent of the other parties.
8. **Consideration.** Electrical charges for the operation of the Well are currently paid by the Watkins property. The Dunlap property will pay 6% for electrical cost to pump water for the properties. The parties agree that such payment is sufficient to pay for the electrical cost incurred on the shared pump to the Well.

9. Right to the water. The right to the water from the aforementioned well shall not be sold, assigned or used for any other purpose than stipulated in this Agreement, without the consent of both parties.

10. Miscellaneous Provisions

10.1 Binding Effect. This Agreement will be binding on and insure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.

10.2 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties, which consent will not be unreasonably withheld.

10.3 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

10.4 Electronic and Facsimile Signatures. Electronic and facsimile transmission of any signed original document, and retransmission of any signed electronic or facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm electronic or facsimile transmitted signatures by signing an original document.

10.5 Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section or Sections" without additional identification refer to the Section or Sections in this Agreement. All words used in the Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words include or including are used in this Agreement, they will be deemed to be followed by the words without limitation.

10.6 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same Agreement.

10.7 Further Assurances. Each party agrees (a) to execute and deliver such other documents and (b) to do and perform such other acts and things, as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

10.8 Waiver. Any provision or condition of this agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

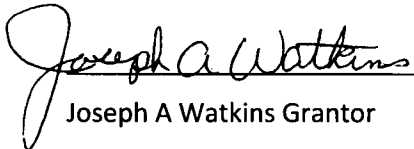
10.9 Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws princi.

9.10 Venue. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be brought against any of the parties in Klamath County Circuit Court of the State of Oregon.

9.11 Severability. If any provision of this Agreement is invalid and unenforceable in any respect for any reason. The validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

9.12 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

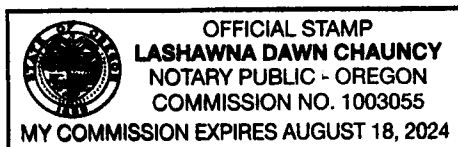
IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first herein written.

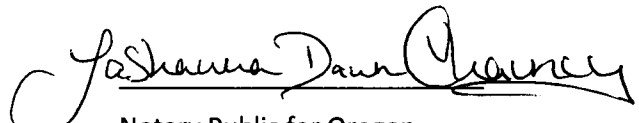


Joseph A Watkins Grantor


DeAnn C Watkins Grantor

STATE OF OREGON, County of Klamath) ss.

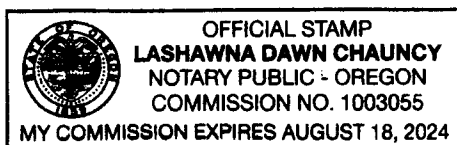
On this 26 day of May, 2021, Joseph A. Watkins and DeAnn C. Watkins, Grantors, personally appeared in the above-named matter and acknowledged the forgoing instrument to be their voluntary act and deed.

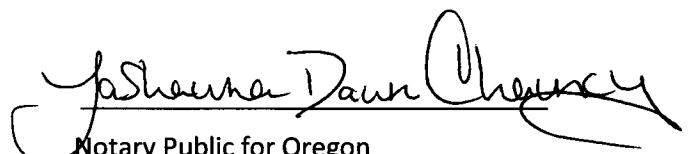



Notary Public for Oregon
My commission expires: 8/18/24

Andy J Dunlap

STATE OF OREGON, County of Klamath ss.

On this 26th day of May, 2021, Andy J Dunlap, Grantee, personally appeared in the above-named matter and acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public for Oregon
My commission expires 8/18/24