

K-41599
GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 21st day of July, 1989, between SHIELD CREST, INC. an Oregon Corporation, herein referred to as "Grantee", and LEO ANTHONY BOCCHI and ARLENE FRANCES BOCCHI, husband and wife, of Klamath Falls, Oregon, herein referred to as "Grantors."

1) Grantee is the owner of property described as Lots 14 and 22 in Block 3, Tract 1172, Shield Crest, Klamath County, Oregon.

2) Shield Crest, Inc. is deeding said Lot 22 to Leo Anthony Bocchi and Arlene Frances Bocchi.

3) There is a domestic water well located on the above described Lot 22 described as 14 feet North and 14 feet West of the Southeasterly corner of Lot 22, Block 3, Shield Crest. It is the intent of the parties hereto that said Lots 14, 15 and 22 shall have equal rights to withdraw water from said well for use on the above described lots and that the owner(s) of each said lot shall pay one-third of the cost of maintaining the said well and well casing.

Therefore, in consideration of the sum of \$10.00, 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 one-third ownership of the above described well and convey to Grantee the right to take water from said well and to convey such water from the well to said Lot 14 by pipe; and

2) Grantors hereby further grant to Grantee an easement to the well located on Lot 22 for the installation, maintenance and repair of Grantee's water delivery system. The easement is described as follows:

Beginning at the southeasterly corner of said Lot 22; thence North along Easterly line of said lot a distance of 30 feet; thence Westerly parallel to the Northerly line of Lot 22 a distance of 30 feet; thence Southerly and parallel to the Easterly line of Lot 22 to the Southerly line of Lot 22; thence Northeasterly along said line to the point of beginning. Said easement shall be perpetual and run with the ownership of the lots described above.

Grantee hereby grants to Grantor an easement on the west 16 feet of Lot 14 for the maintenance, repair, and replacement of the pump, pipes, and other equipment to service Lot 22.

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 successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve its said property and shall repair or pay for, at their sole expense, any damage done to Grantors' said premises 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 well casing.

B. Grantors, their successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve their said property and shall repair or pay for, at their sole expense, any damage done to Grantee's said premises 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 well casing.

Provided, however, that the parties acknowledge that Grantee intends to sell its said lot and that at the time of sale of its lot Grantee shall require the purchaser(s) of said lots to sign and record a Grant of Easement and Well Maintenance Agreement containing terms and conditions substantially the same as this Agreement. At such time as Grantee has sold its said lot and the Well Agreement has been recorded, Grantee shall have no further liability for the performance of this Agreement.

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C. The parties interest in the water from said well is limited to supplying water for domestic and irrigation use on the above described lots.

D. In the event that any repair or replacement of the well or well casing or one or more of the 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 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 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 as it may adjudge reasonable for said prevailing party's attorney's fees herein, in addition to the costs and disbursements provided by law.

F. This Agreement shall bind and inure to each of said parcels 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.

Shield Crest, Inc.

by Robert E. Cheyne
its President

Leo Anthony Bocchi
Leo Anthony Bocchi

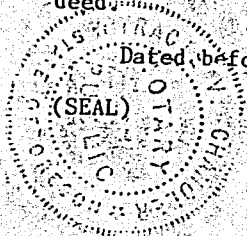
by Helen J. Cheyne
its Secretary

Arlene Frances Bocchi
Arlene Frances Bocchi

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Leo Anthony Bocchi and Arlene Frances Bocchi and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 4th day of August, 1989.

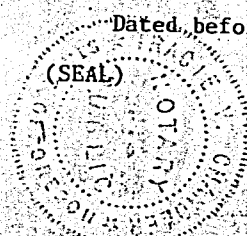


Dorrie D. Chandler
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-6-90

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Robert E. Cheyne, President and Helen J. Cheyne, Secretary, and acknowledged the foregoing instrument to be the voluntary act and deed of Shield Crest, Inc.

Dated before me this 4th day of August, 1989.



Dorrie D. Chandler
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-6-90

Return to:
Klamath First Fed
540 Main St.
City 97601

The parties interest in the water from said well is limited to supplying water for domestic and irrigation use on the above described land.

In the event that any repair or replacement of the well or well casing is made, the parties expressly agree to cooperate in the making of the same and the necessary repairs shall be made as soon as the necessary funds are available.

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of Klamath County Title Co. the 7th day of Aug. A.D., 19 89 at 10:28 o'clock A.M., and duly recorded in Vol. M89 of Deeds on Page 14511
Evelyn Biehn, County Clerk
By Pauline Mullins

FEE \$18.00

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

Leo Anthony Bocchi
Alaine Frances Bocchi

NOTARIES PUBLIC FOR OREGON
My Commission Expires: 7-6-90

7th day of August, 1989.

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

7th day of August, 1989.

NOTARIES PUBLIC FOR OREGON
My Commission Expires: 7-6-90