

## GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 8th day of September, 1989, between SHIELD CREST, INC. an Oregon Corporation, herein referred to as "Grantor", and ROBERT A. STEWART & MARILYN J. STEWART, of Klamath Falls, Oregon herein referred to as "Grantees."

1) Grantor is the owner of property described as Lot 7, Block 1, Tract 1172, Shield Crest, Klamath County, Oregon.

2) Grantees are the owners of property described as Lots 8 & 9, Tract 1172, Shield Crest, Klamath County, Oregon.

3) There is a water well located on the above 41' West from the Northeast corner of Lot 7 and South 3', Shield Crest. It is the intent of the parties hereto that said Lot(s) Lots 7, 8 & 9, 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:

two 1) Grantor does hereby grant, sell and convey to Grantees an undivided ~~one~~ third ownership of the above described well and conveys to grantees the right to take water from said well and to convey such water from the well to Grantees' above-described property by pipe; and

2) Grantor hereby further grants to Grantees an easement across the \*see below and to the well located on Lot 7 for the installation, maintenance and repair of Grantees' water delivery system. Said easement shall be perpetual and run with the ownership of the lots described above.

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

A. Grantees, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes, and other equipment which serve their said property and shall repair or pay for, at their sole expense, any damage done to Grantor'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.

B. Grantor, its successors, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the pump, pipes and equipment which serve its said property and shall repair or pay for, at its sole expense, any damage done to Grantees' said premises in such maintenance, repair and replacement, and shall pay two-thirds of all future costs of maintenance, repair, replacement and improvement of the well and well casing.

Provided, however, that the parties acknowledge that Grantor intends to sell its said lots and that at the time of sale of its lots Grantor 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 Grantor has sold its said lots and the Well Agreements have been recorded, Grantor shall have no further liability for the performance of the Agreement.

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

\* Beginning at the Northeast corner of Lot 7, Block 1, Tract 1172; thence West along the Northerly boundary thereof a distance of 66 feet to a point; thence South parallel to the Easterly line of Lot 7, a distance of 15 feet to a point; thence Easterly parallel to the Northerly line of Lot 7, a distance of 66 feet to the East line of Lot 7; thence North along the East line a distance of 15 feet to the point of beginning.

59  
PM 1  
21 SEP 89

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 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

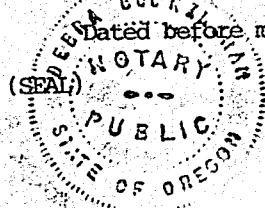
Robert A. Stewart

by Helen J. Cheyne  
its Secretary

Marilyn J. Stewart

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Robert A. Stewart and Marilyn J. Stewart and acknowledged the foregoing instrument to be their voluntary act and deed.



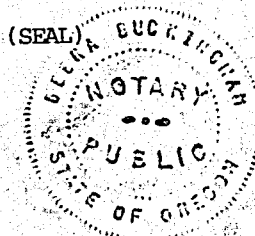
Dated before me this 8th day of September.

Debra Buckingham  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12-19-92

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 8th day of September, 1989.



Debra Buckingham  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12-19-92

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT - Page 2

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 12th day of Sept. A.D., 19 89 at 1:59 o'clock P.M., and duly recorded in Vol. m89, of Deeds on Page 17166.

FEE \$13.00

Evelyn Biehn . County Clerk  
By Carlene Mulvader

Return: K.C.T.C.