

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 21st day of February, 1990, between Shieldcrest, Inc., an Oregon Corporation, herein referred to as first party, Bonnie Bell Hawkins Trust, herein referred to as second party, and Michael D. Tyrholm and Diane Tyrholm, herein referred to as third parties,

1. First Party is the owner of property described as Lot 6, Block 5, First Addition to Shield Crest - Tract 1245, and
 2. Second Party is the owner of property described as Lot 7, Block 5, First Addition to Shield Crest - Tract 1245, and
 3. Third Party is the owner of property described as Lot 2, and the Westerly 15 feet of the most Northerly 285.38 feet of Lot 12, Block 5, First Addition to Shield Crest - Tract 1245, and
- First Party and Second Party entered into an agreement for easement and well maintenance which was recorded September 29, 1989, in M-85 on page 18335, records of Klamath County, Oregon, and it is the intention of the parties that by execution hereunder that said agreement will be terminated and no longer of any force or effect, and parties will be bound by terms herein.

There is a water well located on the above Lot 6, Block 5, and it is the intent of the parties hereto that said Lots 6, 7, and 2, shall have equal rights to withdraw water from said well for use on the above described lots and that the owners of each 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. First Party does hereby grant, sell and convey to second and third parties the right to take water from said well and to convey such water from the well to second and third parties' above described property by pipe; and
2. First Party hereby further grants to Second Party an easement across the Westerly 15 feet of Lot 6, Block 5, and to the well located on Lot 6 for the installation, maintenance and repair of Second Party's water delivery system. Said easement shall be perpetual and run with the ownership of the lot 6 and 7 above described.
3. First Party does hereby further grant to Third Party an easement across the Westerly 15 feet of Lot 6 and a further non-exclusive easement described as follows: Beginning at the southwesterly corner of Lot 7, Block 5, First Addition to Shield Crest - Tract 1245; thence in an easterly direction along the Northerly line of Lot 8, Block 5, Tract 1257 - Re-subdivision of a Portion of the First Addition to Shield Crest for a distance of 756.38 feet to a point; thence South parallel to the Easterly line of said Lot 8, Block 5 a distance of 15 feet; thence Westerly parallel to the Northerly line of Lot 8, Block 5 to the intersection of Shield Crest Drive; thence Northwesterly along Shield Crest Drive to the point of beginning. Said easement shall be perpetual and run with the ownership of lots 6 and 2 above described.

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

A. Parties, 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 first parties 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 First Party intends to sell its said lot and that at the time of sale of its lot First Party shall require the purchaser of said lot to read and approve the terms and conditions herein. At such time as First Party herein has sold its lot, first party shall have no other liability for the performance of the Agreement.

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

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C. 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 in reasonably possible.

D. In the event that any owner of any of said parcels of land shall at any time hereinafter 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.

E. 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:

President

Bonnie Bell Hawkins Trust

By:

Secretary

Michael D. Tyrholm

Diane Tyrholm

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 21st day of February, 19 90, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert E. Cheyne, Bonnie Bell Hawkins, Michael D. Tyrholm and Diane Tyrholm

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Debra Buckingham
Notary Public for Oregon.
My Commission expires 12-19-92

FORM No. 159 — ACKNOWLEDGMENT BY ATTORNEY-IN-FACT

STATE OF OREGON,

County of Klamath

ss.

On this the 21st day of February, 19 90 personally appeared Robert E. Cheyne who, being duly sworn (or affirmed), did say that he is the attorney in fact for Helen J. Cheyne and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

Debra Buckingham
(Signature)
Commission Expires 12-19-92

(Official Seal)

It is the event that any repair or replacement of the well or well casing or one of more of the pipes in the well, the parties expressly agree to cooperate fully in making said repair or replacement to be made as soon as the necessity for same is determined. 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 in reasonably possible.

It is 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 court, including Appellate Courts, shall award the prevailing party in such a suit, action or proceeding such sums as it may adjudge reasonable for said

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 26th day of Feb. A.D., 19 90 at 9:28 o'clock A M., and duly recorded in Vol. M90 of Deeds on Page 3579.
Evelyn Biehn - County Clerk
By Russell Mulendore

FEE \$38.00

Michael D. Tyndall
Diane Tyndall

