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K-42131

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CREATION OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 3rd day of April, 1990 by SHIELD CREST, INC., an Oregon Corporation, for the purpose of creating easements to and maintenance for a well for the benefit of lots hereinafter described.

1) Shield Crest, Inc. is the owner of Lots 4, 5, and 6 in Block 4 of Tract 1245, First Addition to Shield Crest.

2) There is a water well located on Lot 5, Block 4, Tract 1245, First Addition to Shield Crest. It is the intent hereto that said Lots 4, 5 and 6, Block 4, shall have equal rights to withdraw water from said well for use on the above described lots and that the owners 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) Shield Crest, Inc., does hereby grant, sell and convey to future owners of Lots 4 and 6, Block 4, an undivided one-third ownership of the above described well and conveys to future owners the right to take water from said well and to convey such water from the well to owners above described property by pipe; and

2) Shield Crest, Inc. further grants to future owners an easement across the Northerly 60 feet of the Easterly 15 feet of Lot 5, Block 4, and to the well located on Lot 5 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. 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 owner of Lot 5 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 Shield Crest, Inc. intends to sell its said lots and that at the time of sale of its lots, Shield Crest shall require the purchaser of said lots to read and approve Easement and Well Maintenance Agreement. At such time as Grantor has sold its said lots Grantor shall have no further 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.

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 is reasonably possible.

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D. 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 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: Robert E. Cheyne
Its President

State of Oregon)
) ss.
County of Klamath)

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

Dated before me this 3rd day of April, 1990.

Pauline M. Chandler
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7-16-90

Read and approved as read on this 3rd day of April, 1990.

OK OK

After recording return to
Klamath Trust Federal
540 Main St
Klamath Falls OR 97601

STATE OF OREGON.
County of Klamath ss.

Filed for record at request of:

Klamath County Title Co.
on this 4th day of April A.D., 19 90
at 11:02 o'clock AM. and duly recorded
in Vol. M90 of Deeds Page 6124

Evelyn Biehn County Clerk

By Pauline M. Chandler

Deputy.

Fee, \$33.00