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Aspen Title #01635599

BASEMENT AND WELL MAINTENANCE AGREEMENT

THIS AGREEMENT entered into on September 28, 1990 between GARY B. LIVINGSTON, hereinafter "Livingston"; VIRGINIA A. FIEGI, hereinafter "Fiegi"; and CAROLYN V. CARPENTER, MELVIN L. FIEGI and ROCKNE L. FIEGI, hereinafter "Owners."

RECITALS

WHEREAS:

A. Livingston is purchasing from Fiegi the real property described in the attached Exhibit A, on which is substituted a capped artesian well.

B. Owners are the legal title owners and Fiegi owns a life estate and is the sole occupant in the real property described in the attached Exhibit B.

C. The capped artesian well located on the property described in Exhibit A supplies water to both properties. It is the intention of these parties to provide for common ownership in such well and the water flowing therefrom, to provide an easement for water lines, utilities, and access for maintenance, construction and reconstruction as needed.

AGREEMENTS

Now, therefore, in consideration of the mutual covenants and agreements set forth below, and the recitals set forth above, the parties agree as follows:

1. EASEMENTS. Livingston grants, covenants, and conveys unto Owners and Fiegi, as their interests appear, and to their heirs, successors and assigns, a perpetual easement and one-half ownership interest in the capped artesian well on the property described in Exhibit A and to the waterflow therefrom; and in addition an easement across the property described in Exhibit A for the purpose of maintenance, construction, reconstruction, inspection and repair of such well and for the purpose of maintaining water and power lines to and from said well. These easements shall be perpetual and shall be appurtenant to the property described in Exhibit B.

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2. JOINT MAINTENANCE AGREEMENT. Livingston and Fiegi hereby agree and covenant on their respective behalves and on behalf of their successors-in-interest to their respective parcels of land (Livingston's land = Exhibit A), (Fiegi's land = Exhibit B) to share equally in all costs of maintaining the pump and the well, and Fiegi agrees to pay to Livingston the sum of \$20.00 per month (said sum to be renegotiated in even number years on the anniversary date of this agreement) as and for her contribution to the power and electricity in operation of the pump. Each of the parties shall maintain their own pipeline. These parties agree to cooperate with each other to achieve the purposes and agreements set forth herein. Prior to a party incurring reasonable expenses pursuant to this agreement, reasonable notice shall be given to the other party of the intent to do so with reasonable particulars concerning the nature of the repair or expense to be incurred, the reason therefor, the anticipated or estimated cost and the method or party who will perform the work. In the absence of personal notice, a party may give notice in writing by leaving the same in a conspicuous place at the residence on the other property or by mailing the same to the other's residence address. Except in emergencies or where circumstances reasonably require otherwise, notice shall be given no less than two (2) weeks in advance of incurring the expense. The parties are under a good faith obligation to consult and work together for the purpose set forth herein and to accomplish such at a reasonable cost.

If one party incurs and pays a reasonable expense pursuant to this agreement, the other shall pay his portion within thirty (30) days of presentation of a bill or other itemization of the expense. If there is any dispute as to any expense, the party disputing the charge shall pay so much as is reasonable. All disputes shall be settled by arbitration in accordance with the American Arbitration Association. The parties shall share equally the costs of arbitration, provided, however, the prevailing party may recover from the other the costs of arbitration, including attorneys' fees.

3. EXECUTION OF DOCUMENTS. All parties hereto agree to take such steps as are necessary to complete this agreement, which shall be specifically enforceable.

4. ATTORNEYS' FEES. In the event suit, action or arbitration is instituted to enforce any of the terms of this agreement, or to rescind it, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorneys' fees at trial or on appeal.

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of such suit or action, in addition to all other sums provided by law.

Gary B. Livingston
Gary B. Livingston

Virginia A. Fiegi
Virginia A. Fiegi

STATE OF OREGON)
) ss.
County of Klamath)

On this 10th day of October, 1990, personally appeared the above-named Gary B. Livingston and acknowledged the foregoing instrument to be his voluntary act and deed.

W. Ardene J. Addington
Notary Public for Oregon
My Commission Expires: 3-22-93

STATE OF OREGON)
) ss.
County of Klamath)

On this 10th day of October, 1990, personally appeared the above-named Virginia A. Fiegi and acknowledged the foregoing instrument to be her voluntary act and deed.

W. Ardene J. Addington
Notary Public for Oregon
My Commission Expires: 3-22-93

After recording
return to:
Aspen Title

EXHIBIT "A"

Lots 1, 8 and 9, Section 3, and Lot 13, Section 2, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and a portion of Lots 4, 5 and 12, Section 2, said Township and Range, being described as follows:

Beginning at a point on the North line of Section 2, said point being West 524.4 feet from the Northeast corner of Government Lot 3; thence West along said North line of Section 2, a distance of 1832 feet; thence South 407 feet; thence West 50 feet; thence South 618 feet; thence East 537 feet; thence Southeasterly a distance of 1008 feet, more or less, to an iron pin; thence South 01 degrees 40' East a distance of 824.2 feet to the Southwest corner of that parcel described in Volume M-72 at Page 7365, Microfilm Records of Klamath County, Oregon; thence North 88 degrees 45' East along the Southerly boundary of said parcel to the Northwest corner of that parcel described in Volume 357 at Page 339, Deed Records of Klamath County, Oregon, said point being on the West line of Government Lot 11 and the East line of Government Lot 12; thence South along said boundary line of Lots 11 and 12 to the Southeast corner of Lot 12; thence West to the West line of said Section 2; thence North along said West line to the North line of said Section 2; thence East along said North line to the point of beginning.

HAVING AND EXCEPTING a parcel of land situated in Government Lots 5, 12 and 13 in Section 2, Government Lots 8 and 9, Section 3, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the North 1/16 corner common to said Sections 2 and 3; thence North 1365.49 feet to a 1/2 inch pipe described in Volume 2 at Page 183 of the Klamath County Road Records; thence North 1350.00 feet to the true point of beginning of this description; thence West 1367 feet, more or less, to the West line of said Government Lot 8; thence Southerly along the Westerly line of said Government Lots 8 and 9, 1359.01 feet to a point in the centerline of Schaupp Road; thence North 89 degrees 37' 20" East 1360.07 feet to said 1/2 inch pipe; thence South 1365.49 feet to said North 1/16 corner; thence South 89 degrees 04' 32" East along the centerline of Bedford Road as constructed, 1297.4 feet, more or less, to the East line of Government Lot 13; thence Northerly, along the East line of said Government Lots 13, 12 and 5, 2736.50 feet to a point; thence West 1279.40 feet to the true point of beginning.

CODE 236 MAP 4011-200 TL 300
CODE 236 MAP 4011-300 TL 100

EXHIBIT	A
PAGE	1 OF 1

KNOW ALL MEN BY THESE PRESENTS, THAT VIRGINIA FIEGI, hereinafter called grantor, for and in consideration of the sum of one dollar, to her and to her heirs, assigns and assigns forever, have granted, sold, conveyed and convey unto CAROLYN V. FIEGI, hereinafter called grantee, and unto grantees heirs, successors and assigns all of that certain real property with the improvements, fixtures and appurtenances thereto in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

IN TRACTSHIP 39 SOUTH, RANGE 114 EAST OF THE WILLAMETTE MERIDIAN

SECTION 34: SEWER

SECTION 35: SEWER Lot 12, LESS portion included in that certain tract described as Parcel 1 in Deed from Ben F. Smith, Inc. to Earl Dean Wells, et ux, dated February 18, 1977, recorded March 2, 1977, in Volume M77 page 3655, Microfilm records of Klamath County, Oregon. LESS any portion lying within the right of way of South Fox Valley Road.

An estate for life is conveyed in the premises to the grantor and to her heirs, assigns and assigns forever. And the grantor hereby covenants to and with the said grantees and grantees heirs, successors and assigns that said real property is free from any and all liens, mortgages, claims, demands, taxes, assessments, and all other encumbrances of every kind and nature, and that the grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor. The sum and actual consideration paid for this transfer, stated in terms of dollars, is \$ love and affection. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which) EXCEPT TO THE EXTENT OF THE DEED TO BOOK 2005 ORS 93030.) Notwithstanding this deed and where the parties so require, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals. In Witness Whereof, the grantor has executed this instrument this 8th day of November, 1985. If a corporate grantor, it has caused its name to be signed and sealed in full by its officers, duly authorized thereby by order of its board of directors.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON, County of Klamath, November 7, 1985.

STATE OF OREGON, County of Klamath, November 19, 1985. Personally appeared _____ who, being duly sworn, depose that she is the grantor, and that the facts stated in the foregoing instrument are true and correct.

NOTARIAL PUBLIC for Oregon My commission expires 12-31-87

History Public for Oregon My commission expires 12-31-87

Virginia Fiegi, Rt. 2 Box 771, Klamath Falls, OR 97603. Rockne L. Fiegi, 1703 Mary Crest Apt. 190, Carrollton, TX 75006. Virginia Fiegi, Rt. 2 Box 771, Klamath Falls, OR 97601. Rockne L. Fiegi, 1703 Mary Crest Apt. 190, Carrollton, TX 75006.

STATE OF OREGON, County of Klamath. I certify that the within instrument was received for record on the 12th day of November, 1985, at 3:44 o'clock P.M., and recorded in book 2005, volume 18244, on page 3655, or as fee file/instrument/microfilm/recordation No. 551260. Record of Deeds of said county. Witness my hand and seal of County of Klamath. Evelyn Biehn, County Clerk. By _____ Deputy.

STATE OF OREGON: COUNTY OF KLAMATH: ss. Filed for record at request of Apple Title Co. the 10th day of Oct. A.D. 19 90 at 3:44 o'clock P.M., and duly recorded in Vol. M90 of Deeds on Page 20550. Evelyn Biehn, County Clerk. By _____