

843907

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 29th day of April, 1992, between SHIELD CREST, INC. an Oregon Corporation, herein referred to a "Grantor", and Donald C. Griffith and Carol J. Griffith, herein referred to as "Grantees."

Grantor is the owner of property described as Parcel 2 of Major Partition 1-91 filed in the office of the County Clerk, on May 15, 1991, records of Klamath County, Oregon, situate in NE $\frac{1}{4}$ of Section 7 and NW $\frac{1}{4}$ of Section 8, Township 39 South, Range 10 East of the Willamette Meridian, and

Grantees are the owners of property described as Parcel 1 of Major Partition 1-91 filed in the office of the County Clerk, on May 15, 1991, records of Klamath County, Oregon, situate in NE $\frac{1}{4}$ of Section 7 and the NW $\frac{1}{4}$ of Section 8, Township 39 South, Range 10 East of the Willamette Meridian.

There is a water well located on the property of grantors listed above and it is the intent of the parties hereto that the property of grantees listed above shall have equal rights to withdraw water from said well for the use of the above described lots and that the owners of each lot shall pay 1/2 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) Grantor does hereby grant, sell and convey to Grantees an undivided 1/2 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 above described Parcel 2 to the well located on said property for the installation, maintenance and repair of Grantee's 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-half 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 1/2 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 lot. At such time as grantor has sold its said lot, Grantor shall have no further liability for the performance of the 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 anytime hereafter institute any suit, action, or proceedings 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 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
President

By

Helen J. Cheyne
Secretary

Donald C. Griffith
Donald C. Griffith

Carol J. Griffith
Carol J. Griffith

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above named Donald C. Griffith and Carol J. Griffith and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 29th day of April, 1992



Juli Lengel
NOTARY PUBLIC FOR OREGON
My Commission expires: 9/8/95

STATE OF OREGON)
) ss,
County of Klamath)

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 30th day of April, 1992



Evelyn Biehn
NOTARY PUBLIC FOR OREGON
My Commission expires: 12-19-92

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 30th day of April, A.D., 1992 at 4:28 o'clock P M., and duly recorded in Vol. M92 of Deeds on Page 9431.

FEE \$35.00

Evelyn Biehn County Clerk

By Pauline Mulender

Return: KCTC