

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 2nd day of November, 1992, between William L. Rudesill, party of the first part, Kenneth J. Hoelzel and Patricia A. Hoelzel, parties of the second part, and Dennis L. McClure and Olga A. McClure as parties of the third part.

1) Parties of the second part are the owners of property described as Lot 2, Block 4, Tract 1245, First Addition to Shield Crest,

2) Party of the first part is the owner of property described as Lot 1, Block 4, Tract 1245, First Addition to Shield Crest,

3) Parties of the third part are owners of property described as Lot 3, Block 4, Tract 1245, First Addition to Shield Crest.

4) There is on the above mentioned property of the second part, a well, and it is the intent of the parties by this agreement that they jointly share the use of said well in withdrawing water for the use of the parties of the first and third parts, subject to the provisions hereof.

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:

A) Parties of the second part hereby grant, sell and convey to other parties, an undivided one-third ownership of the above described well and conveys to parties the right to take water from said well and to convey such water from the well to parties of the first and third part above-described property by pipe; and

B) Further grants an easement across said property to the well located on said Lot for the installation, maintenance and repair of 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 the premises of the Second party 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. 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.

RETURN TO KLAMATH COUNTY TITLE  
422 MAIN STREET  
KLAMATH FALLS, OREGON 97601

D. In the event that any owner of any of said parcels of land shall at any time 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 Courts, including Appellate Courts, shall award the prevailing party in such a suit, action or proceedings 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.

It is the intent of the parties hereto, that the herein executed Agreement shall supercede that agreement which was recorded August 16, 1990, in M-90 on page 16457 records of Klamath County, Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein written.

Kenneth J. Hoelzel

Dennis L. McClure

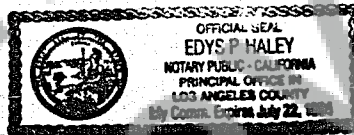
William L. Rudesill

CALIFORNIA  
STATE OF 'D'K'Z'Z'D'X )

County of ~~Klamath~~ <sup>LOS ANGELES</sup> ss.

Patricia A. Hoelzel

Olga A. McClure



Personally appeared the above named Kenneth J. Hoelzel and Patricia A. Hoelzel and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated: 11/2/92

Notary Public for LOK

My Commission expires: 7/22/94

STATE OF OREGON )

SS.

County of Klamath)

Personally appeared the above named ~~Dennis L. McClure~~ and Olga A. McClure and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated: 4-26-93

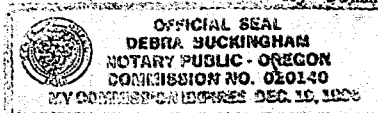
Notary Public for Oregon

My Commission expires: 12-19-96

STATE OF OREGON )

SS.

County of Klamath )



Personally appeared the above named William L. Rudesill and acknowledged the foregoing instrument to be his voluntary act and deed.

Dated: 11-24-92

Notary Public for Oregon

My Commission expires: 12-19-92

Personally appeared the above named Dennis L McClure and acknowledged the foregoing instrument to be his voluntary act and deed.

Dated:



Joanne R. Grima  
Notary Public for Washington  
My Commission expires: 9-15-93

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co the 30th day  
of April A.D., 19 93 at 11:27 o'clock A.M., and duly recorded in Vol. M93  
of Deeds on Page 9366

FEE \$40.00

Evelyn Biehn - County Clerk

By Danline McClure