

WJC - 64197MS

Vol M04 Page 12210

State of Oregon, County of Klamath
Recorded 03/02/2004 3:01 P m
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Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED
BY THE PERSON REPRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER SHEET DO NOT
AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording, Return To:

D J Bettencourt, Inc.
510 So. 6th Street
Klamath Falls, OR 97601

1. Name(s) of the Transaction(s):

Grant of Easement and Well Maintenance Agreement

2. Direct Party (Grantor):

Robert A. Stewart and Marilyn J. Stewart

3. Indirect Party (Grantee):

D J Bettencourt, Inc., an Oregon Corporation

4. True and Actual Consideration Paid:

\$10.00

5. Legal Description:

Lots 5, 6 and 7, VALE HEIGHTS, TRACT 1386

360044M

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 24th day of February, 2004, between Vale Heights, an Oregon Corporation, herein referred to as "Grantor", and Robert A. Stewart & Marilyn J. Stewart, David Bettencourt, of DI Bettencourt, Inc herein referred to as "Grantees."

1) Grantor is the owner of property described as Lot 5-6, tract 1386, Vale Heights, Klamath County, Oregon.

2) Grantees are the owners of property described as Lot 7, Tract 1386, Vale Heights, Klamath County, Oregon.

3) There is a water well located on the above 66' N.. 12' E. of SW corner Lot 6 Vale Heights. It is the intent of the parties hereto that said Lots(s) 5-6-7, shall have equal rights to withdraw water from said well for use on the above described lots and that the owner(s) 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) Grantor does hereby grant, sell and convey to Grantees an undivided two-third 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 the (see attached) and to the well located on Lot 6 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. Grantees, their heirs, grantees and assigns, shall be solely responsible of 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-third of all future cost 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, pipe and equipment which serve its said property and shall repair or pay for, at its sole expense, any damage done, to Grantee's said premises in such maintenance, repair and replacement, and shall pay one-third of all future cost 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 and that at the time of sale of its lots Grantor shall require the purchases(s) of said lots to sign and record a Grant of Easement and Well Maintenance Agreement containing terms and conditions substantially the same as this Agreement. At such time as Grantor has sold its said lots and the well Agreements have been recorded, Grantor shall have no further liability for the performance of the Agreement.

C. The parties interest on 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 on 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 any time hereafter institute any suit, action or proceeding to enforce any of the covenants of agreement 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.

Vale Heights,

by Robert A. Stewart
Robert A. Stewart

X David Bettencourt

by Marilyn J. Stewart
Marilyn J. Stewart

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named David Bettencourt, of DJ Bettencourt, Inc.
an Oregon Corporation
and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 27th day of February 2004.

(SEAL)



NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-20-06

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named, Robert A. Stewart, Marilyn J. Stewart, and acknowledged the foregoing instrument to be their voluntary act and deed of Vale Heights.

Dated before me this 26th day of Feb 2004.

(SEAL)



Marjorie A. Stuart
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12/20/06

12213

OWNERS

DENNIS ENSOR O.L.S., C.W.R.E.
SANDIE ENSOR**TRU SURVEYING, INC. LINE**2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603
PHONE: (541) 884-3691

JOHN HEATON L.S.I.T.

FEBRUARY 23, 2004

AN EASEMENT BEING A PORTION OF LOTS 6 AND 7 OF "TRACT 1386 - VALE HEIGHTS", SITUATED IN THE SE1/4 OF SECTION 6, T39S, R10EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT MOST WESTERLY CORNER COMMON TO LOT 5 AND SAID LOT 6; THENCE N00°04'18"W, ALONG THE WEST LINE OF SAID LOT 6, 114.05 FEET; THENCE N89°55'42"E 16.55 FEET; THENCE N57°44'28"E 64.39 FEET; THENCE N83°51'43"E 57.19 FEET; THENCE S65°13'04"E 42.38 FEET; THENCE S52°49'17"E 215.84 FEET TO A POINT ON THE WESTERLY LINE OF A 16 FOOT WIDE POWER EASEMENT AS SHOWN ON THE PLAT OF SAID "TRACT 1386"; THENCE S48°16'24"W, ALONG THE SAID WESTERLY LINE, 18.15 FEET TO A POINT ON THE LOT LINE COMMON TO SAID LOTS 6 AND 7; THENCE N47°52'47"W, ALONG THE SAID LOT LINE, 30.18 FEET TO A POINT ON THE WESTERLY LINE OF A 30 FOOT WIDE ACCESS EASEMENT AS SHOWN ON THE PLAT OF SAID "TRACT 1386"; THENCE S48°16'24"W, ALONG THE SAID WESTERLY LINE, 4.88 FEET; THENCE N52°49'17"W 179.17 FEET; THENCE N65°13'04"W 34.68 FEET; THENCE S83°51'43"W 47.02 FEET; THENCE S57°44'28"W 56.44 FEET; THENCE S00°04'18"E 126.08 FEET TO A POINT ON THE LOT LINE COMMON TO SAID LOTS 5 AND 6; THENCE N47°52'47"W 40.49 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF "TRACT 1386 - VALE HEIGHTS", ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

Dennis A. Ensor

DENNIS A. ENSOR

O.L.S. 2442

EXPIRES 12-31-05