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Vol M04 Page 40035

State of Oregon, County of Klamath
Recorded 06/22/2004 10:49 A m
Vol M04 Pg 40035-40038
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

THIS SPACE FOR RECORDER'S USE ONLY

(Please fill in document title(s) on this line)

GRANTOR: Shieldcrest, Inc., an Oregon corporation

GRANTEE: Donald C. Rice and Luella D. Rice, second party, and Keith L. Miller and
Judy A. Piercy, third party

TRUSTEE:

BENEFICIARY:

LEGAL:

COMMENTS:

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

30v

350940

GRANT OF EASEMENT AND WELL MAINTENANCE AGREEMENT

This Agreement is made this 21st day of JUNE, 2004, between Shieldcrest, Inc., an Oregon Corporation, herein referred to as First Party, Donald C. Rice and Luella D. Rice, and Second Party, and Keith L. Miller and Judy A. Piercy as Third Party.

- 1) First Party is the owner of property described as Lot 19, Block 3 of Tract 1172, Shield Crest, Klamath County, Oregon.
- 2) Second Party is the owner of property described as Lot 20, Block 3 of Tract 1172, Shield Crest, Klamath County, Oregon.
- 3) Third Party is the owner of property described as Lot 21, Block 3 of Tract 1172, Shield Crest, Klamath County, Oregon.

There is a water well located on the above Lot 19, Block 3, Shield Crest. It is the intent of the parties hereto that said Lots 19, 20 and 21, Block 3, 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 I hereby acknowledged, and subject to the conditions set forth in this instrument:

- 1) First Party does hereby grant, sell and convey to Second and Third Parties an undivided one-third ownership of the above described well and conveys to Second and Third parties the right to take water from said well and to convey such water from the well to said parties properties by pipe; and
- 2) First Party does hereby grant to Second and Third Parties an easement across the Westerly 15 feet of Lot 19, Block 3 and to the well located 100 feet South and 7 feet East of the NW corner for the installation, maintenance and repair of Second and Third Parties 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. Second and Third 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 First Parties premises 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. First Party, 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 Second or Third parties premises 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 First Party intends to sell its said lot and that at the time of sale of its lot First Party shall require the purchaser of said lot to approve the Grant of Easement and Well Maintenance Agreement and the terms and conditions thereof. At such time as First Party has sold its lot, First Party shall have no further liability for the performance of the Agreement.

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 is necessary, 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 reasonable possible.

- E. 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.
- F. This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

This well agreement supersedes that Grant of Easement and Well Maintenance Agreement which was dated October 14, 1992, and recorded October 22, 1992 in M-92 on page 24740, records of Klamath County Oregon.

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

Shield Crest, Inc.

By *Helen J. Cheyne*
Helen J. Cheyne

Keith L. Miller

Keith L. Miller

Donald C. Rice

Donald C. Rice

Judy A. Piercy

Judy A. Piercy

Luella D. Rice

Luella D. Rice



State of Oregon, County of Klamath

Personally appeared the above named Donald C. Rice and Luella D. Rice and acknowledged the foregoing instrument to be their voluntary act and deed.

Dated before me this 21st day of May, 2004.

June

Trudie Durant
Notary Public for Oregon

State of Oregon, County of Klamath

Personally appeared the above named Helen J. Cheyne, President of Shield Crest, and acknowledged the foregoing instrument to be her voluntary act and deed.

Dated before me this 27th day of May, 2004.



Susan Marie Campbell
Notary Public for Oregon

State of Oregon, County of Klamath

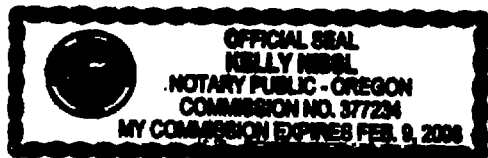
Personally appeared the above named Keith L. Miller and Judy A. Piercy, and acknowledged the foregoing instrument to be her voluntary act and deed.

Dated before me this 15 day of May, 2004.

June

[Signature]

Notary Public for Oregon



After recording return to:

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