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**M05-63687**

Klamath County, Oregon

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Pages 4 Fee: \$41.00

After Recording Return to:

Paradise Hill Development, LLC  
PO Box 223  
Klamath Falls, OR 97601

### **EASEMENT AND WELL AGREEMENT \***

Pin Pin Chen and Betty Gai their heirs, assigns and successors, henceforth, "Party A" being the owner of the following real property.

Legal Description: Lot 1, Troubador Trail, Tract 1360, as shown in the records of the Klamath County Clerk, Klamath County, Oregon

AND, Paradise Hill Development, LLC, its assigns and successors, henceforth, "Party B", being the owner of the following real property.

Legal Description: Lot 2 Troubador Trail, Tract 1360, as shown in the records of the Klamath County Clerk, Klamath County, Oregon

AND, Paradise Hill Homeowners Association, Inc., its assigns and successors, henceforth, "Party C", being the owner of the roads of Troubador Trail, Tract 1360 and half owner of a water well existing on Lot 1 and Beneficiary of an easement on Lot 1 for purposes of operation and maintenace of a fire protection pond and well to serve fire protection interests of the Paradise Hill area, as shown in the records of the Klamath County Clerk, Klamath County, Oregon;

WHEREFORE, for and in consideration of the agreements contained herein, the parties hereto agree as follows:

1. Party "A" hereby grants to "Party B", its assigns and successors, a permanent, non-exclusive easement for the purposes of ingress, egress, road and utility placement and maintenance, 30 feet in width, under and along the existing power line easement (as shown on the recorded Final Plat of Tract 1360, Troubador Trail) and described fully in Exhibit "A", attached; provided further that no Party to this AGREEMENT may install gates, fences or other impediments to access on this easement;

2. There exists on the real property of Party "A" a fire pond and said well. Party "A" shall have the right to place and maintain a pump in the well, at Party "A" 's cost, and sole discretion, so long as the pump does not interfere with the existing pump which is owned and serviced by Paradise Hill Homeowners Association, Inc. Electricity cost for Party "A" 's pump shall be the responsibility of Party "A". Electricity cost for Party "C" 's pump shall be the responsibility of Party "C". Party "A" and Party "C" shall share equally in the cost of maintenance of the well, except in the event that Party A may, at any time, elect to vacate its interest in said well by conveying it's 50% interest to the Homeowners Association in writing at which time Party "C" would take over 100% responsibility for maintenance cost, and Party "A" would then need to drill its own well.

36.00  
+15.00

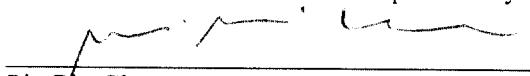
3. Party "A" further acknowledges that Klamath County Fire District #1 has perpetual right to take water from the pond for fire protection purposes and that Party "C" has perpetual right to take water from the pond and well for pond-area landscaping purposes. Party "A" further agrees that Party "B" and Party "C" may take water from the pond or the Association's pump for road construction and/or road maintenance purposes until January 1, 2008, at which time this permission automatically ends.

4. Party "C", the Homeowners Association, shall bear the responsibility and cost of operation and maintenance of the pond, it's fixtures and landscaping. It is understood that Party "A" is the owner of the pond and, except for use by the Fire District and the Homeowners Association, as described herein, no other parties shall have the right to use the pond without Party "A" 's permission.

5. There exists a driveway along the west side of the pond for use by the Fire District. Party "A" may install a gate to limit access to that driveway to the Fire District and to the Homeowners Association so long as Party "A" provides a key to the Homeowners Association and a key to the Fire District.

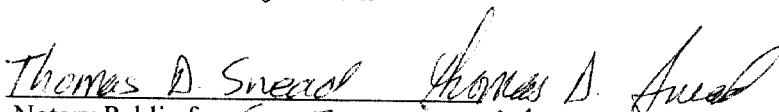
6. No party shall install any fencing around the pond, other than the gate referred to herein, without the express written consent of all other Parties.

7. Liability insurance, as it may relate to the pond or to the properties described herein shall be at the discretion and responsibility of the individual Parties, hereto.

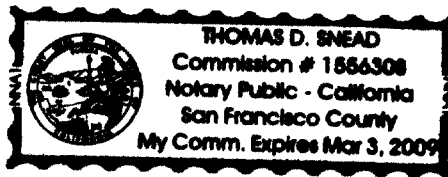
  
Pin Pin Chen

STATE OF CALIFORNIA, County of San Francisco.

SUBSCRIBED AND SWORN to before me this 27 day of August, 2005

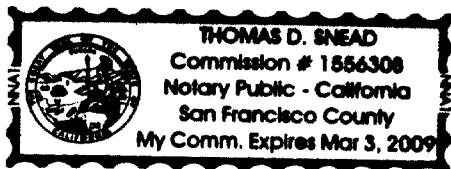
  
Notary Public for San Francisco, CA  
My Commission Expires: 3/3/09

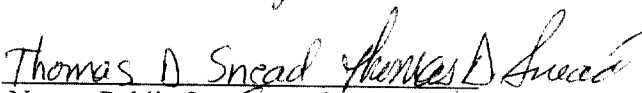
  
Betty Gai



STATE OF CALIFORNIA, County of San Francisco.

SUBSCRIBED AND SWORN to before me this 27 day of Aug, 2005



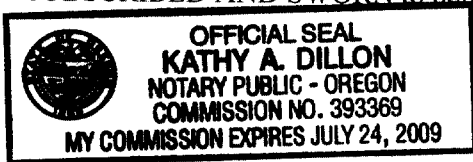
  
Notary Public for San Francisco, CA  
My Commission Expires: 3/3/09

Mark B. Wendt

Mark Wendt, Member, Paradise Hill Development, LLC

STATE OF OREGON, County of Klamath) ss.

SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of Sept, 2005



Kathy A. Dillon

Notary Public for Oregon

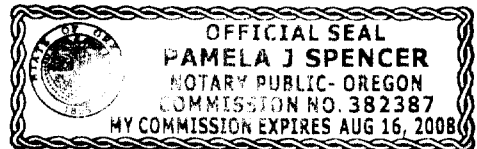
My Commission Expires: 7/24/09

L. Frank Goodson

L. Frank Goodson, Member, Paradise Hill Development, LLC

STATE OF OREGON, County of Klamath) ss.

SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of Sept., 2005



Pamela J. Spencer

Notary Public for Oregon

My Commission Expires: 8/16/2008

Mark B. Wendt

Mark Wendt, President, Paradise Hill Homeowners Assoc.

STATE OF OREGON, County of Klamath) ss.

SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of Sept, 2005



Kathy A. Dillon

Notary Public for Oregon

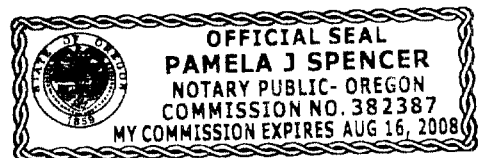
My Commission Expires: 7/24/09

L. Frank Goodson

L. Frank Goodson, Vice President, Paradise Hill Homeowners Assoc

STATE OF OREGON, County of Klamath) ss.

SUBSCRIBED AND SWORN to before me this 6<sup>th</sup> day of Sept, 2005



Pamela J. Spencer

Notary Public for Oregon

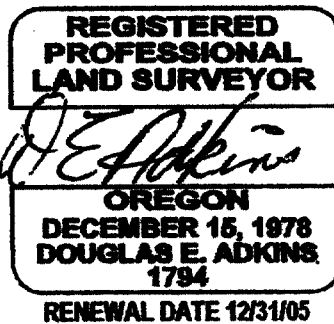
My Commission Expires: 8/16/2008

**Exhibit A**

**DESCRIPTION FOR INGRESS/EGRESS AND UTILITIES EASEMENT  
ACROSS LOT 1 FOR THE BENEFIT OF LOT 2, TRACT 1360 – TROUBADOR  
TRAIL**

A strip of land 30' feet in width, situated in the S1/2 of Section 31, Township 37 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, said strip of land lies 15.00 feet on each side of the following described centerline:

Commencing at a point which is the Southeast corner of Lot 1, Tract 1360 – Troubador Trail; thence westerly along the north right-of-way line of Peregrine Heights, 72.70 feet along the arc of a 330.00 foot radius curve to the left, the long chord of which bears N68°54'25"W 72.56 feet, and having a delta angle of 12°37'23"; thence N75°13'06"W a distance of 322.32 feet to the true point of beginning; thence leaving said north right-of-way line of Peregrine Heights, N53°56'29"E a distance of 27.94 feet; thence S89°09'43"E a distance of 418.33 feet, more or less, to a point on the westerly property line of Lot 2, Tract 1360- Troubador Trail; the sidelines of said strip to be extended or shortened to terminate on the beginning and ending lines.



**RENEWAL DATE 12/31/05**