

**AFTER RECORDING RETURN TO:**  
**HENDRIX BRINICH &**  
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**2014-011147**  
Klamath County, Oregon  
10/23/2014 12:49:53 PM  
Fee: \$52.00

## **WASTEWATER SYSTEM EASEMENT AGREEMENT**

STEERING WHEEL MINISTRIES, INC., an Oregon nonprofit corporation, Grantor, grant to JAY S. SHUPACK and JUDY R. SHUPACK, Trustees of the NELSON-STERN FAMILY IRREVOCABLE TRUST dated July 27, 1993, Grantee, and Grantee's successors, heirs and assignees, a perpetual nonexclusive easement 15 feet wide for construction, maintenance, repair, and use for sewer line purposes and for joint use of an existing onsite wastewater treatment system located on Grantor's property in Klamath County, Oregon, described as follows:

Existing sewer line currently connects a septic tank on the rear half of Grantee's property to a septic tank on the rear half of Grantor's property at which point the effluent from Grantee's property is mixed with effluent from Grantor's property and pumped approximately 495 feet west to a hydro-splitter; location is "as-built".

This easement is appurtenant to and burdens the real property in Klamath County, Oregon, owned by GRANTOR and described:

Lots Two (2) and Three (3) in Block 7, ORIGINAL TOWN OF CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; tax lot 27S08E21CB-04500,

and this easement is appurtenant to and benefits the real property in Klamath County, Oregon, owned by Grantee and described:

Lot Four (4) in Block 7, ORIGINAL TOWN OF CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; tax lot 27S08E21CB-04400.

The true consideration for this conveyance is ONE HUNDRED EIGHTY DOLLARS (\$180.00) and the covenants made herein, sufficiency and receipt of which is hereby acknowledged. The following covenants between Grantor and Grantee shall run with the land and bind their respective heirs, successors and assigns:

1. Grantor shall promptly apply for and perform all conditions necessary to obtain and continually maintain a wastewater disposal permit for the system. Beginning in 2015 Grantee shall annually and timely pay to Grantor one-half of the annual DEQ fees. Grantor shall pay the remaining one-half annually and on time.
2. Grantor shall not use Grantor's property in a manner that conflicts with the purpose of this easement or contrary to the laws and rules of governmental agencies responsible for wastewater

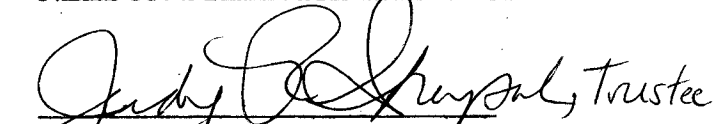
disposal.


3. The costs related to the maintenance, repair, and replacement of two pumps ("pumps") which pump the mixed wastewater from Grantee's property to a hydro-splitter, including but not limited to the maintenance, repair, and replacement of the pumps, shall be paid for equally by the parties. The costs of maintaining the individual wastewater systems on the parties' respective properties shall be paid for solely by the respective parties for their respective systems.
4. The cost for electricity to operate the pumps shall be shared by each party in proportion to the use made by each party of their respective properties by considering the amount of use of the parties' individual systems. The electricity for the pumps currently runs through Grantee's electrical meter. Until Grantor begins use of Grantor's property, Grantee shall pay for the electricity costs to operate the pumps. Upon Grantor using Grantor's property the parties shall divide the electricity costs reasonably based on use. If the parties are unable to agree on the division of the cost for electricity, the parties shall each install, at the party's own expense, electrical meters to determine use by each party and the electrical costs shall be paid proportionally based on said usage.
5. Costs for normal and usual maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which the parties and their invitees are blameless shall be shared equally.
6. Either party is responsible for damage to the easement because of negligence or abnormal use (including that caused by their invitees) and shall repair such damage at their sole expense.
7. **MANDATORY MEDIATION, DISPUTE RESOLUTION, AND ATTORNEY FEES:** Parties agree that prior to filing any action to enforce this Agreement the parties shall participate in mediation in good faith. Any party bringing an action, excepting seeking injunctive relief as reasonably necessary, without first offering in writing to mediate at least 15 days prior to bringing said action, or any party failing to participate in mediation, shall lose any right that party may have to seek attorney fees in any action to enforce this Agreement. In the event either party engages an attorney to enforce this Agreement, or any of its terms, if a suit or action is commenced subject to the terms herein, it is agreed that the prevailing party shall be entitled to recover all court costs, attorney fees and expenses including deposition fees and expert witness fees reasonably incurred before, at and after trial, and on appeal to be paid by the losing party to the prevailing party and to be fixed by the arbitrator, trial or appellate courts. Venue and jurisdiction shall be Klamath County, Oregon.

**STEERING WHEEL MINISTRIES, INC.**

  
MERWIN D. RHOADES, Pres.

**NELSON-STERN FAMILY TRUST**

  
JUDY R. SHUPACK, Trustee

  
JAY S. SHUPACK  
Trustee

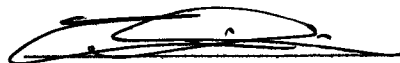
STATE OF OREGON)

) ss.

County of Deschutes )

The foregoing instrument was acknowledged before me by MERWIN D. RHOADES, as President of and on behalf of STEERING WHEEL MINISTRIES, INC. this 21<sup>st</sup> day of October, 2014.



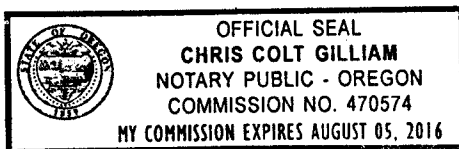
  
Notary Public for Oregon  
My Commission Expires:  
8-5-2016

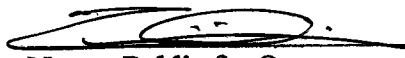
STATE OF OREGON)

) ss.

County of Deschutes )

The foregoing instrument was acknowledged before me by JUDY R. SHUPACK, as Trustee of and on behalf of NELSON-STERN FAMILY TRUST, this 21<sup>st</sup> day of October, 2014.



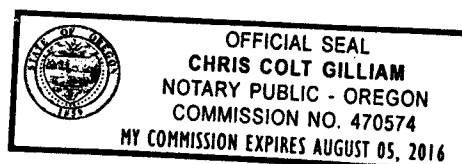
  
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My Commission Expires:  
8-5-2016

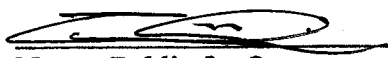
STATE OF OREGON)

) ss.

County of Deschutes )

The foregoing instrument was acknowledged before me by JAY S. SHUPACK, as Trustee of and on behalf of NELSON-STERN FAMILY TRUST, this 21<sup>st</sup> day of October, 2014.



  
Notary Public for Oregon  
My Commission Expires:  
8-5-2016