

2015-013108

Klamath County, Oregon

After recording return to:  
Rhine-Cross Group LLC  
112 North 5<sup>th</sup> Street – Suite 200  
Klamath Falls, OR 97601



00179414201500131080020028

12/04/2015 10:55:23 AM

Fee: \$52.00

**CREATION OF A PERPETUAL RECIPROCAL EASEMENT, MUTUAL MAINTENANCE  
AGREEMENT AND COVENANT RUNNING WITH THE LAND**

**PARCELS 1 & 2 OF L.P. 22-14**

**KNOW ALL MEN** by these presents that **GARY D. AND KATHLEEN E. DELONG, HUSBAND AND WIFE**, grantor, do hereby create the following perpetual reciprocal easement, mutual maintenance agreement and covenant running with the land over and across property owned by the grantor, and described as Parcel 1 and Parcel 2, of Land Partition 22-14, Partition Records of Klamath County, Oregon.

WHEREAS, the two parcels connect to a private sewer system which is jointly used by parties hereto and their respective parcels; and

WHEREAS, the two parcels then connect to the City of Klamath Falls system of sewerage through the shared private sewer line at the street right of way line; and

WHEREAS, as a condition precedent to granting approval of the above mentioned Land Partition, the City of Klamath Falls requires that the parties utilizing the system agree as to who has the responsibility for repair and maintenance of that portion of the private sewer system where joint usage commences to the point of connection to the City of Klamath Falls sewer system, and that the promise to maintain be a covenant running with the land binding on all subsequent owners; and

WHEREAS, the parties hereto also desire to grant to their respective heirs, executors, administrators, agents, or assigns a PERPETUAL, RECIPROCAL EASEMENT, with a right of immediate entry and continued access to construct, improve, maintain and repair all appurtenant sewer structures located over, under, upon, and across the real property described as Parcel 1 and Parcel 2 of Land Partition 22-14; NOW THEREFORE,

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Parties hereto shall be jointly responsible for maintaining the sewer line from the point where joint usage by the parties occurs to the point of connection to the City's sewer main line within the street right of way.
2. The cost of maintenance and repair of the jointly used sewer line from the connector point where joint usage commences to the public sewer main within the street right of way shall be shared equally by all parties and their heirs, executors, administrators, agents or assigns who own a residential home on their respective parcels and have the structure connected to the private sewer system.

3. All service and repairs to the line shall be made by qualified repairpersons licensed and bonded to do such work.
4. While it is anticipated that consultation and concurrence will occur between the parties prior to repair, in the event that repairs are needed and it is not possible to have prior consultation and concurrence, it is agreed that either party may contract for such repairs with the cost to be shared and paid jointly as set forth herein.
5. Each party will maintain his or her private side sewer line from his/her structure to the point where joint usage among the parties commences.
6. The cost of any repairs of the side sewer lines from the parties' respective real properties to the point where joint usage commences shall be the sole responsibility of each party and shall not be shared jointly.
7. All parties hereto agree and understand that the City of Klamath Falls has no responsibility for the repair or maintenance of said jointly used private system.
8. This Perpetual, Reciprocal Easement and Maintenance Agreement shall be a covenant running with the land and shall be binding on all subsequent heirs, executors, administrators and assigns.
9. However, this agreement shall become null and void at the time that each real property connects to the public sewer system through an individual and solely utilized sewer lateral, or at such time that a structure is removed from the property and no longer shares the private sewer system.

IN WITNESS WHEREOF, the grantor has executed this instrument this \_\_\_\_\_ day of Nov. 3<sup>rd</sup>, 2015.

Gary D. De Long  
Gary D. Delong

Kathleen E. De Long  
Kathleen E. Delong

State of Oregon  
County of ~~Klamath~~  
Malheur

This instrument was acknowledged before me on the 3<sup>rd</sup> day of

November, 2015 by Gary D. and Kathleen E. Delong, Husband and Wife, as their voluntary act and deed.

Kimberly A. Ross Notary Public for Oregon

My Commission expires 02/27/2018

