

THIS AGREEMENT, made and entered into this 26th day of May, 1966, by and between FLORA MAE BLACK, C. C. GREWELL, ~~GEORGE T. EPPERSON and VIRGINIA EPPERSON,~~ *J.M.B.*
~~husband and wife,~~ and BURNICE M. GREWELL, a single woman, *INITIALS*
hereinafter referred to as "OWNERS", and ATLANTIC RICHFIELD COMPANY, a Pennsylvania
corporation, hereinafter referred to as "RICHFIELD";

WITNESSETH:

That concurrently herewith Flora Mae Black and C. C. Grewell, as Lessor, have
executed with Richfield, as Lessee, a Lease by which is leased that certain real
estate situate in the City of Chemult, County of Klamath, State of Oregon, particular-
ly described as follows, to-wit:

A parcel of land located in Block 7 Original Town, Chemult, the original
plat of which was filed in the office of the County Clerk and Recorder
of Klamath County, Oregon, on May 11, 1929, and also SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
21, Township 27 South, Range 8 East of the Willamette Meridian, more
particularly described as follows:

Beginning at the Southeast corner of Lot 1 in Block 7, Original Town,
Chemult, said Southeast corner lying on the Westerly right of way line
of the Dalles-California Highway; thence Northwesterly along the Easterly
line of said Block 7, 84.9 feet to the Southeast corner of Lot 2 in Block 7;
thence Southwesterly along the South line of Lot 2 in Block 7, 135
feet to a point; thence Southeasterly parallel to the East line of said
Block 7, 134.9 feet to a point; thence Northeasterly parallel to the
South line of said Lot 2 in Block 7, 135 feet to a point on the Westerly
right of way line of the Dalles-California Highway; thence Northwesterly
along said right of way line 50 feet to the point of beginning.

together with all appurtenances thereunto belonging, for the term of 25 years commencing
at the time in Article 4 of said Lease provided; and

WHEREAS, the real estate leased by said Lease shall be hereinafter referred to as
"service station premises"; and

WHEREAS, Owners are the owners of land contiguous to the North of said service
station premises described as follows:

Beginning at the Northeast Corner of said leased premises; thence North-
westerly along the East line of said Block 7, to the Northeast corner
of Lot 3 in Block 7; thence Southwesterly along the North line of Lot 3
in Block 7 and an extension thereof 380 feet to a point; thence South-
easterly parallel to the East line of said Block 7, 100 feet to a point;
thence Northeasterly in a straight line to the point of beginning.

and

WHEREAS, Richfield is desirous of obtaining an easement over a portion of said
contiguous land and is also desirous of being furnished with its requirements of
water from a well on said contiguous land, and Owners are willing to grant said ease-
ment and furnish Richfield its water requirements.

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NOW, THEREFORE, for and in consideration of the premises and of the covenants and agreements of the parties, it is agreed as follows:

1. That Owners hereby grant to Richfield an easement for purposes of ingress to and egress from said service station premises in, over and across the South 15 feet of the East 20 feet of Lot 2, Block 7, Original Town of Chemult, Klamath County, Oregon.

2. That prior to or during the construction of said oil and gasoline service station Richfield shall enter upon Owners' said contiguous land and install therein a 1-1/2" water line from Owners' existing water line to the perimeter of said service station premises, and shall also install upon said land a hand wrench operated shutoff valve close to the point at which said 1-1/2" line is connected to Owners' line. Title to said 1-1/2" line and said shutoff valve shall pass to Owners as of the date of installation thereof. Richfield is hereby granted the right by Owners to enter upon said contiguous land for the purpose of making said installations and performing the paving hereinafter mentioned.

3. That at such time as Richfield paves the yard of said service station premises Richfield will pave with asphaltic concrete that portion of said contiguous land described as:

The North 2 feet of the South 17 feet of the East 135 feet of Lot 2, Block 7, in the City of Chemult, County of Klamath, State of Oregon.

Richfield shall be under no obligation to maintain the paving so installed on said portion of said contiguous land.

4. That Owners shall furnish Richfield, free of charge, with Richfield's requirements of water for the construction and subsequent operation of the oil and gasoline service station to be constructed by Richfield on said service station premises. In the construction of said oil and gasoline service station Richfield shall install in the service station building a 75 gallon pressure water tank.

5. That should the aforesaid water well not produce enough water to supply the entire requirements of both the Mid-Way Cafe located upon said contiguous land and the oil and gasoline service station to be constructed by Richfield upon said service station premises, Owners shall only be required to furnish Richfield with Richfield's said requirements to the extent that said well produces water in excess of the requirements of said Mid-Way Cafe.

6. That Owners shall at all times maintain said well and the appurtenances thereof in first-class order and condition, and for each yearly period commencing with the date of commencement of the term of said Lease that Owners furnish Richfield with its requirements of water for said oil and gasoline service station Richfield shall pay Owners as Richfield's agreed share of the cost of maintaining said well and its appurtenances in first-class order and condition the sum of ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00), which sum shall be paid to Owners at P. O. Box 37, Chemult, Oregon, at the end of each such yearly period.

7. That this agreement and each and all of the covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day

and year first hereinabove written.

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Flora Mae Black

C. C. Grewell

George T. Apperson

Virginia Apperson

Owners

ATLANTIC RICHFIELD COMPANY,

By E. M. Sample Richfield
FOR VICE PRESIDENT AND GENERAL MANAGER

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 2nd day of June, 1966,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named C. C. Grewell and Flora Mae Black and C. C. Grewell as Attorney in Fact
for Burnice M. Grewell

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Notary Public for Oregon
My Commission expires June 18, 1970

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Car. Little Insurance Co.*
this 21 day of July 1966 at 4:17 o'clock P.M., and
duly recorded in Vol. 17-66, of *Books* on Page 7431
DOROTHY ROGERS, County Clerk

By *Jane News*