

AN EASEMENT

The within Agreement is being executed between C. C. "Jack" Grewell, known as "First Party", Flora Mae Black, known as "Second Party" and Earl Blakley and Melba Blakley, husband and wife, known as "Third Party":

## W I T N E S S E T H:

That there is presently existing in Chemult, Oregon, a restaurant and lounge known as "The Midway", which building and real property are owned by the First Party, being Lot 4 Block 7, Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Adjoining said property are Lots 2 and 3, which are owned by First Party and Second Party jointly. Third Party owns real property immediately adjacent to properties owned by First Party and Second Party and that Third Party is operating a business thereon known as the "Chemult Motel".

That there has been constructed and there is presently in existence and has been in existence and operating for the past one year a water line from a deep well and a shallow well on the land owned by First Party, which connects the well to the real properties of Third Party and crosses lands of First Party and lands owned jointly between First Party and Second Party and servicing lands owned by Third Party. That the water line is presently a buried line four feet under the service and one inch in diameter.

That said water line passing on the Northwesterly portions of land owned by First Party and Second Party, being Lots 2, 3, and 4, Block 7.

It is the intent of the parties herein to grant an easement to Third Party across the real property so that Third Party can be supplied with water from the existing well on the property owned by



First Party.

It is mutually agreed that the consideration for this Agreement and Easement shall be the sum of Two Thousand Five Hundred and No/100ths (\$2,500.00) DOLLARS, paid upon the execution of this Agreement by Third Party to First Party and Second Party, with First Party receiving therefrom Two Thousand Four Hundred Ninety and No/100ths (\$2,490.00) DOLLARS, and Second Party receiving Ten and No/100ths (\$10.00) DOLLARS, making a total of \$2,500.00.

That Third Party agrees that they will share on a 50-50 basis on all maintenance, repair, replacements and costs of operation, including electricity, permits as required by either State or Federal Law or County requirements, now or in the future, including but not limited to replacement of water mains, work to be performed on either of the wells, in the future to provide water for these parties.

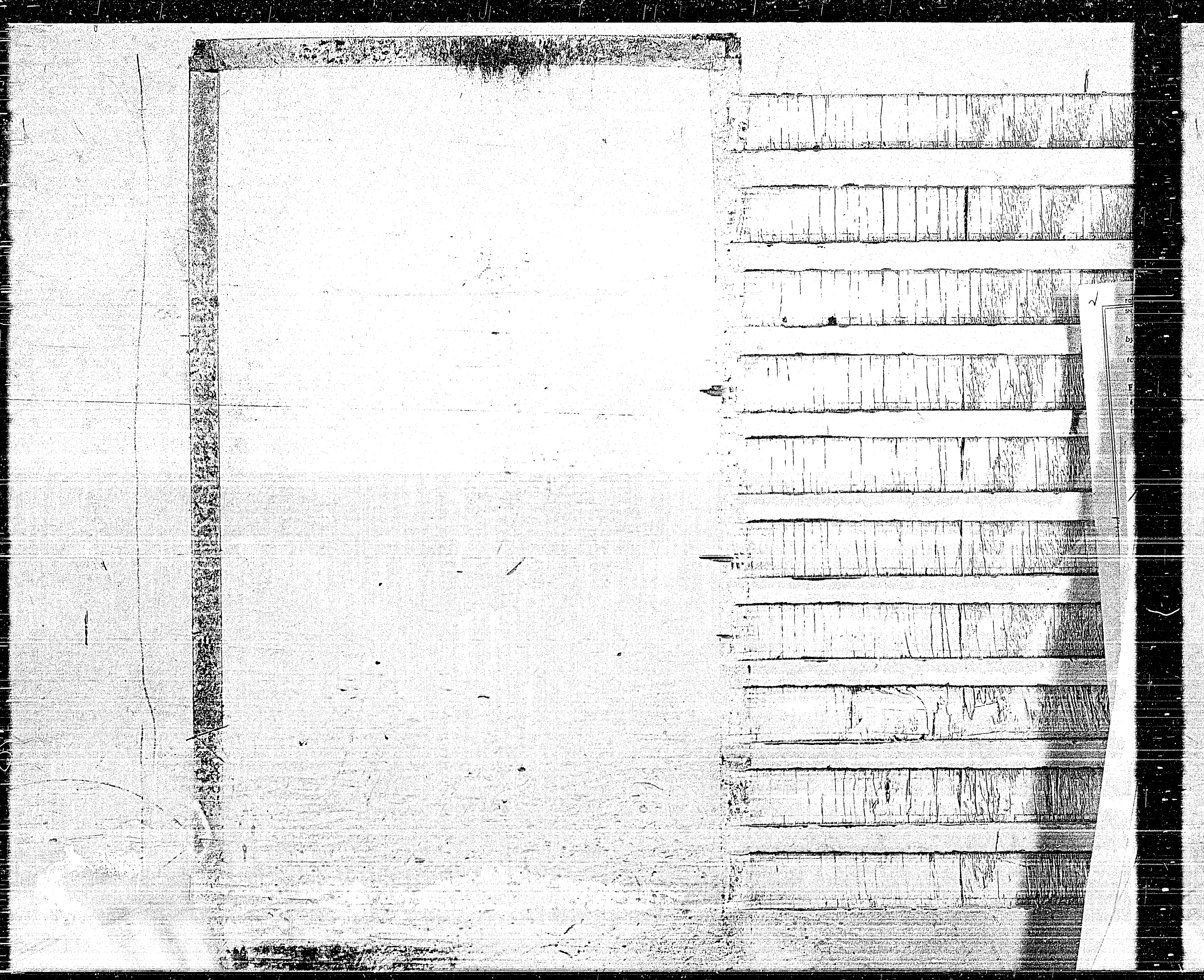
It is further understood and agreed that as of the date of this Agreement the existing water mains that are presently being used are the subject of future repairs. However, in the event that Third Party wishes to improve or enlarge up to a maximum of a two inch line to service his properties, that this modification and the expenses thereof shall totally be paid by Third Party, without participation by either First Party or Second Party.

It is further agreed that Second Party shall not be responsible in any manner whatever for any of the repairs in the future for this water system as he is merely granting an easement across lands that she co-owns with First Party.

It is further understood and agreed between the parties hereto that Third Party shall have a full easement to the use of one-half of the well existing on lands owned by First Party and agrees to maintain the wells in workable and sanitary levels to meet all state, federal or county requirements.

## 2. AN EASEMENT







6330

By way of further description, the well referred to herein are on a piece of property thirty (30) feet by thirty (30) feet that are contiguous to the originally described Lot 4 of Block 7 and are situated at the Northwestern end Lot 4.

It is agreed that this easement and right to the use of the wells and water shall be permanent in nature, together with the easements thereby created permanent interest therein.

It is agreed between the parties hereto that on all matters of final decision regarding the future use, maintenance, repair, replacements, etc., that effects this water system, wells, pumps, or otherwise, shall be in First Party as long as he is in ownership of the real property where these wells are situated. In the event that he should sell his interest the right of final decision shall be in Earl Blakley or his successor.

That First Party and Second Party grant and convey unto Third Party all rights and interest as set forth herein together with the right of ingress and egress to maintain said water lines and other equipment, for the consideration expressed herein.

IN WITNESS WHEREOF the parties have set their hands this 6 day of May, 1974.

Earl Blakley First Party  
Lora Mae Black Second Party  
Melba J. Blakley  
Earl Blakley Third Party

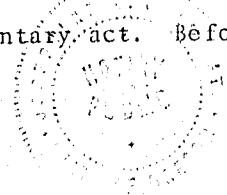


6331

STATE OF OREGON )  
County of Klamath ) ss.

May 6, 1974.

Personally appeared the above-named C. C. "JACK" GREWELL and FLORA MAE BLACK, and EARL BLAKLEY and MELBA BLAKLEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



James E. G. Greath  
Notary Public for Oregon  
My Commission expires: 7-18-77

Rel. Vandenberg & Brandsness  
44-15  
175

STATE OF OREGON )  
County of Klamath ) ss.

Filed for record at request of:  
Vandenberg & Brandsness

on this 21st day of May A. D., 19 74  
at 10:26 o'clock AM and duly  
recorded in Vol. 174 of DEEDS  
Page 6328

WM. D. MILNE, County Clerk

By Hazel Quaglin  
Fee \$8.00 Deputy.

4. AN EASEMENT