

EASEMENT AND PUMP AGREEMENT

THIS AGREEMENT made this 5 day of July, 1979, by and between THELMA A. GUERIN, hereinafter called "Thelma", and JAMES R. GUERIN, hereinafter called "James".

R E C I T A L S:

A. Thelma is the owner of a parcel of property situate in Klamath County, Oregon, to-wit:

The center one-third of Lot 8, Block 5, First Addition to Keno Whispering Pines to Klamath County, Oregon, containing 1.56 acres, more or less; being more particularly described as follows: Beginning at a 1/2" rebar on the Northerly right of way line of Pioneer Drive, from which a 5/8" rebar marking the Southwest corner of Lot 8, Block 5 bears West - 215.31 feet; thence N 00° 04' 48" E - 315.00 feet to a 1/2" rebar; thence East - 215.09 feet to a 1/2" rebar; thence S 00° 02' 24" W - 315.00 feet to a 1/2" rebar on the Northerly right of way line of Pioneer Drive; thence West - 215.31 feet, along said right line, to the point of beginning

hereinafter called "Thelma's Property", upon which there is situated a well, a pump and water lines.

B. James is the owner of the following described parcels of property situate in Klamath County, Oregon, to-wit:

The Easterly one-third of Lot 8, Block 5, First Addition to Keno Whispering Pines to Klamath County, Oregon, containing 1.56 acres, being more particularly described as follows: Beginning at a 5/8" rebar marking the Southeast corner of Lot 8, Block 5; thence West 215.31 feet, along the Northerly right of way line of Pioneer Drive, to a 1/2" rebar; thence N 00° 02' 24" E - 315.00 feet to a 1/2" rebar; thence East - 215.09 feet to a 1/2" rebar on the Westerly right of way line of Grenada Lane; thence South - 315.00 feet, along said right of way line, to the point of beginning

The Westerly one-third of Lot 8, Block 5, First Addition to Keno Whispering Pines to Klamath County, Oregon, containing 1.56 acres, more or less; being more particularly described as follows: Beginning at a 5/8" rebar marking the Southwest corner of Lot 8, Block 5, thence N 00° 07' 18" E 315.00 feet to a 1/2" rebar; thence East - 215.08 feet to a 1/2" rebar; thence S 00° 04' 48" W - 315.00 feet to a 1/2" rebar on the Northerly right of way line of Pioneer Drive; thence West - 215.31 feet, along said right of way line to the point of beginning.

hereinafter called "James' Property", which one parcel of property being situated to the East of Thelma's property, and the

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1 other parcel of property being situated to the West of Thelma's
2 property.

5 C. Thelma has developed a well, pump and pipelines. Said
6 well and pump being in the Southerly portion of her property,
7 with the pipelines extending from said well to the property line
10 of each of the parcels of James.

15 D. Thelma and James desire to make a provision concerning
16 the mutual use of the pump and well and granting to James an
17 easement and license in relation to said pump, well and pipelines.

20 NOW, THEREFORE, in consideration of the covenants herein
21 contained, the parties agree as follows:

25 PUMP AND MOTOR AGREEMENT

26 1. Thelma agrees to allow James the use of the pump, motor
27 and pipelines situated upon Thelma's Property for domestic,
30 domestic garden and domestic livestock use.

35 2. James agrees to pay to Thelma one-third (1/3) of the
36 cost of the maintenance of the pump, motor and pipelines, and
37 one-third (1/3) of the cost of the energy to power the pump
40 and motor for the East parcel of James' property and agrees to
41 pay to Thelma one-third (1/3) of the cost of the maintenance
42 of the pump, motor and pipeline, and one-third (1/3) of the
45 cost of the energy to power the pump and motor for the West par-
46 cel of James' property.

50 3. In the event James fails to pay either of the above
51 charges within thirty (30) days of notice, Thelma shall have
52 the right to permanently terminate James' right to use the pump,
53 motor and pipelines in relation to the parcel of property that
55 did not pay its share.

60 4. James shall not, in any way, misuse or waste energy
61 or water and shall do nothing that is destructive to the equip-
62 ment.

65 5. This license shall run with the land and should James
66 sell either of the parcels that he now owns, his successor in
67 interest shall acquire the rights hereunder.

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WATER EASEMENT

Thelma grants to James an easement over and across Thelma's property for domestic water purposes and the right to enter upon the premises to operate the pump, motor and pipelines, said easement being 10 feet in width, beginning at the well, which lies in the Southerly portion of Thelma's property and extends a westerly direction to James' western parcel and in a easterly direction to James' easterly parcel, and said easement shall be a non-exclusive easement for the use and benefit of James' parcels of property and shall run with the land.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first hereinabove written.

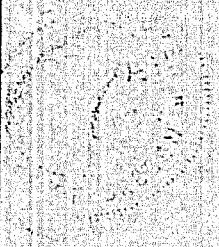
Thelma A. Guerin
Thelma A. Guerin

James R. Guerin
James R. Guerin

STATE OF OREGON)
County of Klamath) ss. July 5, 1979.

Personally appeared the above-named THELMA L. GUERIN and JAMES R. GUERIN, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Sidney F. Teicher
Notary Public for Oregon
My Commission expires: April 7, 1981



STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Klamath County Title Co.
this 5th day of July A. D. 1979 at 4:21 clock P.M., on
July recorded in Vol. 1179, of Duels on Page 5963
Wm D. MILNE, County Clerk
By Lenneth Ketch
Fee \$9.00