

AGREEMENT made this 25th day of July, 1979

by and between ROBERT LEGG and JUDY LEGG, husband and wife, Grantors, (hereafter Legg) and STELLA M. BLANCHARD, Grantee, (hereafter Blanchard)

RECITALS

A. Legg is the owner of the real property described in Exhibit "A" attached hereto. Blanchard is the owner of the real property described in Exhibit "B" attached hereto.

B. For approximately twenty years, Legg has granted to Blanchard the right to use a pump and well which are situated on real property belonging to Legg for the purpose of supplying water to real property belonging to Blanchard.

C. Legg and Blanchard wish to continue the joint use of Legg's well and pump and Legg is willing to grant to Blanchard and her successors and assigns an easement for the purpose of using, maintaining, and attaching a pipeline to the pump and well and using the well and pump for the purpose of supplying water to the real property owned by Blanchard.

E A S E M E N T A G R E E M E N T

1. Easement Granted: Robert B. Legg and Judy M. Legg, husband and wife, (hereafter Legg) convey to Stella Blanchard, her heirs, successors and assigns, (hereafter Blanchard) a perpetual nonexclusive easement to install, maintain, and use a pipeline to the well and pump and to use said well and pump which are situated near the northern boundary of and approximately

54' east of the western boundary of Lots 5 and 6 in Block 14 of the FIRST ADDITION TO BONANZA according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon or any other water well which shall hereafter be installed upon the above described premises. The terms of this easement are as follows:

2. Use of Easement: Blanchard shall use the easement for the purpose of installing, maintaining, and using a pipeline across certain real property belonging to Legg and described in Exhibit "A" attached hereto (hereafter "the premises") and attach the pipeline to a pump and well which are situated on the premises. Blanchard shall have a perpetual nonexclusive right to use the pump and well to provide water to one residence situated on the real property described in Exhibit "B" attached hereto. Blanchard shall have the right to enter onto the premises for the purposes of maintaining or replacing the pipeline or pursuant to paragraph 4 hereinafter for the purpose of repairing or replacing the pump situated on the premises or renovating the well situated on the premises.

3. Legg's Obligations: Legg has installed and is the owner of a pump and well located on the premises. Legg grants to Blanchard the right to use said pump and well jointly with Legg. Subject to the receipt of the

monies set forth in paragraph 5 herein, Legg agrees to maintain the well and pump in good condition and repair. Blanchard shall not be obligated to contribute to the maintenance of the well and pump.

4. Option to repair with setoff: If for any reason Legg fails to maintain the well or pump in good condition, Blanchard shall have the right at her exclusive option to repair or replace the pump, renovate the well, perform no maintenance upon the well or pump or to do whatever else she deems necessary in order for her to benefit from this easement and agreement. If Blanchard shall act pursuant to this paragraph, she shall have the right to set off the costs incurred by her of any repairs, replacement or renovation against the monies due Legg under this paragraph until such time as she shall recover the total amount expended by her.

5. Appurtenant Property: This easement is appurtenant to the real property owned by Stella M. Blanchard and more particularly described in Exhibit "B" attached hereto.

6. Compensation: Blanchard shall pay to Legg the sum of \$7.50 per month during the months of November through May and the sum of \$10.00 per month during the months of June through October. Payments shall commence on or before the 15th day of August, 1979 and shall be due on or before the 15th day of each month thereafter

for so long a period of time as Blanchard shall use the premises together with the well and pump thereon.

7. Benefit: The easement conveyed herein and this agreement shall be binding on the heirs, successors and assigns of all parties.

8. Prior Encumbrances: This easement is granted subject to all prior easements and encumbrances of record.

9. Termination of Easement: In the event that Blanchard should fail to pay the monies due pursuant to paragraph 3 herein for a period of 90 days and should fail to make payment within ten days after receipt of written notice by Legg then Legg may terminate this agreement. In the event that Legg should terminate the easement pursuant to the terms of this paragraph, Blanchard shall, upon request, execute a recordable document evidencing termination of the easement.

10. NOTICE: Any notice under this contract shall be in writing and shall be effective when actually delivered or when deposited in the mail, registered or certified, addressed to the parties at the addresses stated in this contract or such other addresses as either party may designate by written notice to the other.

Robert Legg
Robert Legg

Judy Legg
Judy Legg

Stella Blanchard
Stella Blanchard

P.O. Box 252 Bonanza
(Address)

P.O. Box 252 Bonanza
(Address)

P.O. Box 57 Bonanza
(Address)

Exhibit A

Lots 5 and 6 in Block 14 of FIRST ADDITION TO BONANZA,
according to the official plat thereof on file in the
office of the County Clerk of Klamath County, Oregon.

17872

Exhibit B

Real property located in Klamath County described as
Lots 7 and 8 in Block 14 of FIRST ADDITION TO BONANZA,
according to the official plat thereof on file in the
office of the County Clerk of Klamath County, Oregon.

17873

STATE OF OREGON)
) ss.
 County of Klamath)

Personally appeared the aforementioned
 ROBERT/JUDY LEGG and STELLA BLANCHARD before me and
 personally acknowledged the preceeding Easement Agreement
 dated July 25th, 1979, between LEGG and BLANCHARD to be
 their voluntary act and deed.

Matthew L. Sestoni
 NOTARY PUBLIC FOR OREGON

My Commission Expires: Nov. 26, 1982.

STATE OF OREGON,)
 County of Klamath)

Filed for record at request OK

on this 27th day of JULY A.D. 19 79
 at 12:10 o'clock P M, and duly

recorded in Vol. M 79 of DEEDS

Page 17867

Wm D. MILNE, County Clerk

By *Glenn D. Gray* Deputy

Fee \$ 21.00

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Ret. Mr. Cobb & Co. Inc.
1765 W. Ashmun Way
City
on
21.00