

WATER CONTRACT

THIS AGREEMENT, made this 14th day of September, 1972, by and between BETTY JANE COCHRAN, hereinafter referred to as COCHRAN, and BLY MOUNTAIN VOLUNTEER FIRE FIGHTING UNIT, INC., hereinafter referred to as FIRE DEPARTMENT.

It is hereby agreed:

1.

COCHRAN does hereby agree to sell water to said FIRE DEPARTMENT for and in consideration of the price of \$5.00 per month. The FIRE DEPARTMENT hook-up shall be off COCHRAN'S two-inch main feeding into a one-inch main line. No charge shall be made for the hook-up.

2.

It is expressly understood and agreed that this contract shall extend only to said FIRE DEPARTMENT as long as it shall exist and shall not be transferable; and that said water shall be used for FIRE DEPARTMENT purposes including, but not limited to, furnishing water for the fighting of fires and such casual use as may exist within the said FIRE DEPARTMENT, it being expressly understood that said FIRE DEPARTMENT shall not, upon penalty of termination of this agreement, use the said water for profitable gains.

3.

Should the electricity rates for the pump supplying said water exceed the monthly payment provided for hereunder, said monthly payment shall be adjusted to reflect said increase.

4.

FIRE DEPARTMENT is to install at least one 250-gallon pressure tank within its water system.

5.

This contract shall be binding upon said COCHRAN and her successors and assigns in interest; however, it shall not be recorded until such time as COCHRAN sells the property upon which the well is situated, at which time this said contract may be recorded.

6.

In the event of action or suit upon this contract, the prevailing party

10868

1 shall be entitled to its reasonable attorneys fees, costs and disbursements,  
2 both in trial courts and courts of appellate jurisdiction as determined by each  
3 of said courts.

4 IN WITNESS WHEREOF, said COCHRAN and FIRE DEPARTMENT have caused these  
5 presents to be executed the day and year first herein written.

6 Betty Jane Cochran (SEAL)  
Betty Jane Cochran

7  
8 BLY MOUNTAIN VOLUNTEER FIRE FIGHTING UNIT, INC.  
9 By Walter L. Sexton its President

10 (SEAL)  
11 By Opal L. Allen its Secretary  
George J. Lee TREASURER

12 STATE OF OREGON )  
13 County of Klamath ) ss

14 Personally appeared the above named Betty Jane Cochran and acknowledged the  
15 foregoing instrument to be her voluntary act and deed.

16 Before me:

17 Shirley J. Miller  
Notary Public for Oregon

18 My Commission Expires: 8-5-75

19 STATE OF OREGON; COUNTY OF KLAMATH; ss.

20 Filed for record at request of OPAL ALLEN

21 this 14th day of August A. D., 1973 at 11:40 o'clock A. M., and duly recorded in

22 Vol. M 73, of Deeds on Page 10867

23 Fee \$ 4.00

24 By WM. D. MILNE County Clerk  
Carol Miller

30  
31  
32  
GANONG, SISEMORE  
& ZAMSKY  
ATTORNEYS AT LAW  
508 MAIN STREET  
KLAMATH FALLS, ORE.  
97601

Water Contract - Page 2.

Return to:  
Opal Allen  
Route 1, Box 352  
Bonanza, Ore  
97623