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Thence N 89°29'13" E, 100.00 Feet  
to the True Point of Beginning.  
Said Parcel containing 0.23 Acres,  
more or less.

Also from the Center Point of Above  
Described Parcel, an Easement of 12  
Feet in Width has a Centerline which  
bears N 82°07'11" W, 251.24 Feet to  
an Angle Point along the East Line  
of Block 2 of Country Green.

(2) The total value of the well, land and neces-  
sary easements, as may be required presently or in the  
future, to be in the agreed amount of \$20,225.00.

II. The Corporation agrees to collect from each lot owner or  
builder, within the area as set forth in Exhibit A, and before  
water service is rendered, the amount of \$51.00, and which amount  
shall be paid to Developer by Corporation. Under no circumstances  
will Corporation collect or pay to Developer an amount in excess of  
\$20,225.00.

The Corporation agrees to equip the well, in accordance  
with good and reasonable engineering design, so as to provide water  
service to all lots of Developer, as described in Exhibit A, from  
this well at Corporation's cost. Corporation proposes to install  
a water main to the property line of the said lot deeded to the  
Corporation, hereunder. From this point, responsibility to install  
water mains will be upon Developer. The Developer shall be re-  
quired to install all water mains and appurtenances in accordance  
with the Corporation's main extension policy and approved plans.

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and specifications, which shall be the subject of other agreements.

III. It is expressly understood that the installation of the water mains to connect the well to Corporation's existing facilities must be accomplished by June 1, 1974, in accordance with Corporation's main extension policy, which shall be subject of other agreements.

IV. It is expressly understood and agreed that this agreement does not in any way limit the Corporation from integrating the well, property and mains into its system to be used as necessary in its normal operations and is made without waiver of, or prejudice to any right of the Corporation under the laws of the United States and the State of Oregon.

V. This agreement shall inure to the benefit of heirs, executors, administrators, successors or assignees of the respective parties hereto.

VI. The period of this agreement shall be for ten years from the date hereof, after which the provisions hereof shall be null and void.

In WITNESS WHEREOF, the parties hereto have caused these presents to be executed this day and year, first above written.

OREGON WATER CORPORATION

By Raymond F. Johnson  
Raymond F. Johnson, Vice-President

And - See Page 4

STATE OF OREGON ) ss.  
COUNTY OF CLATSOP )

On this 8<sup>th</sup> day of April, 1974 personally appeared the above named Raymond F. Johnson, Vice President, of Oregon Water Corporation, and acknowledged the foregoing instrument to be his voluntary act and deed.

Wanda F. Littlejohn  
Notary Public for Oregon - My commission expires: March 30, 1975

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HENLEY LAND COMPANY, a Corporation

By Eldon N. Alt  
Eldon N. Alt, President

By William T. McGaughey  
William T. McGaughey, Vice-President

By Emily J. Bellm  
Emily J. Bellm, Secretary

STATE OF OREGON ss  
COUNTY OF KLAMATH ss

On this 10<sup>th</sup> day of April, 1974 personally appeared the above  
named Eldon N. Alt, President, William T. McGaughey, Vice President,  
and Emily J. Bellm, Secretary, of Henley Land Company, and acknowledged  
the foregoing instrument to be their voluntary act and deed.

Before me:

Wesley J. Bellm  
Notary Public for Oregon  
My Commission expires:  
March 30, 1975

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of OREGON WATER DEPARTMENT  
this 2nd day of MAY A. D. 19 74 at 1:26 o'clock P.M., and  
duly recorded in Vol. 174 of DEEDS on Page 551.

Wm D. MILNE, County Clerk

FE \$ 8.00

By Wm D. Milne

Rob. Chas. Winter Co.  
2034 29  
18.50

Page 4.

Together with  
or in anywise app  
profits therefrom,  
or at any time durin  
TO HAVE AND  
heirs, executors, adm  
This mortgage  
following is a substan

\$7,000.00  
Not jointly an  
MORTGAGE