

April 22 1974.

WATER-WELL CONTRACT

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between

D. Donald Plumb, hereinafter referred to as Seller, residing on Lot 10, Block 71,  
Klamath Falls Forest Estate Highway 66, Unit 3, Klamath County, Oregon;  
and

Church in the Forest, hereinafter referred to as Buyer, located and residing on  
Lot 5, Block 68, Klamath Falls Forest Estate Highway 66, Unit 3, Klamath County, Oregon,

In the matter of sharing proprietary interest in that certain water-well system,  
hereinafter referred to as the System, and consisting of a drilled well-hole situated  
approximately sixteen feet north from the south property line and forty feet east from  
the west property line of the aforesaid Lot 10, Block 71, together with submerged  
water-pump, all lines, materials and labor extending from said water-pump to ground  
surface to the southwest corner of the residential house thereon.

The Seller warrants that the said System is currently free and clear of any and all  
encumbrances, except that there are other contracting parties similar to those herein,  
and this present contract shall in no way change or affect the benefits and obligations  
of the existing said parties.

WITNESSETH:

ARTICLE 1. In consideration of the price and terms herein set forth, the Seller  
hereby agrees to sell and the buyer agrees to buy a Four percent (4%) undivided pro-  
prietary interest in the System under the terms and provisions as set forth herein  
below.

ARTICLE 2. The Buyer shall furnish and install an underground water supply line  
from the water meter located at the water-well of the System unto the aforesaid prop-  
erty, Lot 5, Block 68, which supply line shall become and remain appurtenant to the  
said property, and the Seller does hereby grant easement on the aforesaid Lot 10,  
Block 71 as may become necessary for the maintenance of the said supply line.

ARTICLE 3. The Buyer further agrees to furnish and install in the supply line  
at the aforesaid property, Lot 5, Block 68, a receiver-pressure tank having a rated  
capacity of at least two hundred (200) gallons, and that no further extension of



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the said water line be made or permitted outside the property lines of the aforesaid Lot 5, Block 68.

ARTICLE 4. The purchase price of the aforesaid four percent (4%) proprietary interest in the System shall be the sum of Six Hundred Twenty Dollars (\$620.00), payable to the Seller at whatever address that he may from time to time designate or to his estate, as follows; an initial "down" payment of Sixty Dollars (\$60.00), receipt of which is hereby acknowledged, together with a Promisory Note of even date with this contract, in the principle amount of Five Hundred Sixty Dollars (\$560.00) payable in monthly installments of Fifteen Dollars (\$15.00) or more plus interest at the annual rate of Seven and Two Tenths percent (7.2 %) on the deferred balances, said monthly payments due and payable upon the first day of each month beginning June 1, 1974 for the preceding month and continuing until the balance of the principle of the said Note together with interest shall have been paid in full, said Note to be secured only by the proprietary interest of the Buyer and by the continuity of water supply from the System. Any unpaid interest shall be added to the principle and bear the same said interest rate.

ARTICLE 5. (Operation) The cost of operation of the System shall consist of taxes, insurance, pumping power and other lawful assessments. The pumping power shall, for the period of one year from date, by mutual agreement be fixed at One Half Cent (\$0.005) per cubic foot of water used, as reckoned by the water meter in the line, such rate to be subject to mutual negotiation each year thereafter, said cost to be paid by the Buyer to the Seller herein on the first day of each month. Default in any of the foregoing payments for operation for a period of three months or more shall constitute sufficient grounds for discontinuation of the water supply to the defaulting party pending clearance of said default. Non-contracting parties may be supplied with water provided that each one so applying shall sign a deposition waiving all rights of continuous water supply, as may be granted by law.

ARTICLE 6. (Maintenance) The necessity for repairs, replacements and other expenses incident to maintenance of the System shall be subject to the majority vote of all proprietary interests therein, and the costs thereof shall be borne and paid by the Buyer



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unto the Seller herein, in the ratio of their proprietary interests in the System, within Thirty Days (30) following the completion of each and every maintenance project. Default in payment of the cost of any maintenance project after said Thirty Days shall be sufficient grounds for discontinuation of water supply to the defaulter, pending clearance of such default.

ARTICLE 7. Improvements or additions to the System shall be undertaken only upon the written <sup>unanimous</sup> approval of all contracting parties to the System, in which case the cost of the proposed improvements shall be prorated and collected in advance, in the ratio of respective proprietary interests in the System.

ARTICLE 8. In the event that the overall demand for water should at any time exceed the available supply at the source of the System, then all the waterlines of the same shall be controlled and <sup>the water</sup> rationed in proportion to the number of persons regularly participating in the water usage.

ARTICLE 9. All contracting parties of the System shall, at reasonable times, have equal right of access to the records of accounting and to the control devices of the System.

ARTICLE 10. Each and every contracting party signatory to this contract hereby waives any and all rights conferred by law which would <sup>hold</sup> another of said contracting parties of the System liable in any way for failure of water supply at the water well, failure of operating power or for personal injury sustained on the property of another contracting party of the System, while attending to the legitimate business of the System.

ARTICLE 11. In the event of dispute relative to the terms and conditions of this contract, final decision and action shall be referred to the judgement of a local Attorney at Law to be chosen by lottery and whose decision shall be binding upon all disputants, and the reasonable fee therefor shall be equally shared and paid by the disputants.

State of Oregon, County of Klamath. ss.  
On 22 April 1974 before me, the undersigned, a Notary Public in and for said County and State, personally appeared D. Donald Plumb and Church in the Forest known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.  
*D. Donald Plumb*

In witness whereof, the parties hereto have set their hands and seals the day and year first above written.

*D. Donald Plumb*  
By *Church in the Forest*  
By *David S. Smith, Jr.*  
Signed by: D. Donald Plumb  
1142 Cascade Ave.  
Mason City, Wash 98837

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
D. DONALD PLUMB

Filed for record at request of \_\_\_\_\_  
this 6th day of May A. D. 1974 at 2:05 o'clock P.M., and duly recorded in  
Vol. M 74 of DEEDS on Page 5611

Fee \$ 6.00

WM. D. MILNE, County Clerk

Deputy