

This agreement, made and entered into, in duplicate, this *4th* day of ~~October~~ *November*, 1975, by and between JOSEPHINE E. GALBREATH, hereinafter called Galbreath and CHEMULT CHRISTIAN CENTER, hereinafter called Center,

W I T N E S S E T H:

WHEREAS, Galbreath is the owner of a well located on the North 50 feet of Lot 9, Block 2, CHEMULT, County of Klamath, State of Oregon, and

WHEREAS, Center owns the following described real property:

The North 30 feet of Lot 3, Lots 4, 5 and 6, North 50 feet of Lot 7 Lot 8 except the Westerly 10 of the Southerly 90 feet, the South 90 feet of Lot 9, Lot 10 and adjoining vacated alleys between lots 7, 8 and 9 and 10 and vacated alleys South of the North 30 feet of Lot 3 and Lots 4, 5 and 6, all in Block 2, CHEMULT, County of Klamath, State of Oregon, and

WHEREAS, it is the desire of the Center to purchase water from the aforesaid well.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. Commencing with the date hereof, Galbreath will supply the Center, or their assigns, with sufficient water to provide all normal and customary demands for the operation of a Church, Sunday School Building and Parsonage. Said use to be commensurate with the well capacity and demands of other users.
2. For three (3) years after the date hereof there shall be no charge for the water. Thereafter the Center shall pay the Galbreaths for such water at the same rate as Galbreath charges any other users of said water. In the event that there are no other such users, the rate to be charged shall be determined by arbitration, each of the parties hereto to appoint one arbitrator, said two arbitrators to select a third and the finds of said arbitrators to be binding upon both parties. If either of said parties fails to appoint one arbitrator within ten days after written notice, the other party shall be entitled to appoint said arbitrator.
3. Galbreath may, upon written notice, require Center to replace, repair or install a meter or meters to provide for accurate measurement of the water so used.
4. The Center shall pay the amount so charged on or before the 15th day of each month for the water consumed within the preceeding calendar month, or at such other times as the parties may mutually agree. In the event the Center fails to make said payments and upon the giving of written notice at least 30

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Kenneth J. Biggs
4322 Sycamore St
Klamath Falls, Oregon

days prior thereto, Galbreath can refrain from delivering such water until all ⁵²⁹ delinquent amounts are paid.

5. Any cost involved connecting any buildings to the existing water line shall be borne by the Center.

6. In the case of the failure of the pump, the cost of the replacement and installations will be borne by all water users in proportion to their use of the well.

7. In case litigation is instituted arising directly or indirectly out of this agreement, the losing party shall pay to the prevailing party their or her reasonable attorneys' fees, including reasonable attorneys' fees on any appeal.

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

GALBREATH:

Joseph E. Galbreath
JOSEPH E. GALBREATH

CENTER: CHEMULT CHRISTIAN CENTER

By: Stanley D. Freeman

By: Kenneth V. Bigby

Subscribed and sworn to me this
day of Nov. 1975

Wm D. Milne
Wm D. Milne, Notary Public
My Commission Expires 7-30-77

Kenneth V. Bigby
4322 Sycamore Drive
Klamath Falls, Oregon

YOUNG & FREEMAN
Attorneys at Law
505 N. E. 2nd Street
Gresham, Oregon 97030
665-4176

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record 2:19
this 12th day of JANUARY A. D. 1976 at 2:19 o'clock P.M., and
duly recorded in Vol. N 76, of DEEDS on Page 528

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FEE \$ 6.00

W. D. MILNE, County Clerk

Stanley D. Freeman

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STATE OF OREGON

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Subscribed and sworn

(NOTARIAL SEAL)

See ORS 87.125 to 87.141

Notice of Lien
LOGGERS AND WOODWORK

vs. Claimant

Defendant

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AFTER RECORDING RETURN TO
Clerk of Court
97034-2167
97034-2167
97034-2167