

JOINT WATER SUPPLY AGREEMENT

THIS AGREEMENT made and entered into by and between JAMES W. KERNS and DOROTHY C. KERNS, husband and wife, owners of the following-described real property:

Parcel A: The North one-half of Government Lot 5 in NW $\frac{1}{4}$  Section 12, Township 38 South, Range 8, EWM, Klamath County, Oregon, SAVING AND EXCEPTING the South 220 feet thereof;

and GERALD E. JOHNSON and JEAN A. JOHNSON, husband and wife, owners of the following-described real property:

Parcel B: The South 220 feet of the North one-half of Government Lot 5 in the NW $\frac{1}{4}$ , Section 12, Township 38 South, Range 8, EWM, Klamath County, Oregon;

and JAMES R. RANDOL and LYNN K. RANDOL, husband and wife, owners of the following-described real property:

Parcel C: A parcel of land situated in SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 12, Township 38 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a one-half inch iron pin marking the Northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence South 89°48'53" East along the North line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , 255.62 feet to a one-half inch iron pin; thence along an existing fence line and the extension thereof the following courses and distances: South 22°15'31" East, 314.32 feet to a 16-inch Juniper; South 37°14'07" East, 153.71 feet to a 14-inch Juniper; South 15°58'38" West, 121.09 feet to a 12-inch Juniper; South 33°29'12" East, 313.90 feet to a one-half inch iron pin; thence leaving said fence line North 89°47'18" West, 609.62 feet to a one-half inch iron pin on the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence North 00°09'00" East along said West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ , 790.07 feet to the point of beginning.

## W I T N E S S E T H:

The above-named parties do mutually agree to share the use of a well located on the above-named property owned by JAMES W. KERNS and DOROTHY C. KERNS, husband and wife.

At the time of this agreement the well and pump are in existence and operating, having been paid for in equal shares by the above parties.

The above parties agree that from this date, those living on the hill and using water from the well will have the right of access to the well and will share equally in the power costs, pump repairs, pump house upkeep, and well upkeep. Repairs to pipelines will be the responsibility of the party or parties using the pipeline.

This agreement shall extend to the parties hereto, their heirs, representatives and assigns, forever.

Ownership of the well and water system shall remain with all three parties unless a transfer of ownership is agreed on by all.

This agreement shall extend until such time as a domestic water supply is furnished the subject property from any other source acceptable to Director of Veterans' Affairs.

IN WITNESS WHEREOF, the parties have executed this agreement on this 19 day of March, 1980.

Gerald E. Johnson  
Gerald E. Johnson  
Jean A. Johnson  
Jean A. Johnson  
James R. Randol  
James R. Randol  
Lynn K. Randol  
Lynn K. Randol

James W. Kerns  
James W. Kerns  
Dorothy C. Kerns  
Dorothy C. Kerns

STATE OF OREGON )  
County of Klamath ) SS

On this \_\_\_\_\_ day of March, 1980, personally appeared the above-named Gerald E. Johnson and Jean A. Johnson, Husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)  
My Commission Expires:

Marion Jean Stewart  
Notary Public for Oregon

March 8, 1982

STATE OF OREGON )  
County of Klamath ) SS

On this \_\_\_\_\_ day of March, 1980, personally appeared the above-named James R. Randol and Lynn K. Randol, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)  
My Commission Expires:

Marion Jean Stewart  
Notary Public for Oregon

March 8, 1982

STATE OF OREGON )  
County of Klamath ) SS

On this \_\_\_\_\_ day of March, 1980, personally appeared the above-named James W. Kerns and Dorothy C. Kerns, Husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)  
My Commission Expires:

Caroline H. Marshall  
Notary Public for Oregon

4-1-82

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STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 20th day of \_\_\_\_\_ A.D., 1980 at 4:12 o'clock P. M., and duly recorded in Vol. 2430 of \_\_\_\_\_ on Page 3100.

FEE \$1.00

WM. D. MILNE, County Clerk  
By Robert A. Smith Deputy