

DOMESTIC WATER USE AGREEMENT

We, JOHN E. INMAN and BOBBIE INMAN, husband and wife, in consideration of benefits to be derived hereby grants and establishes a Domestic Water Agreement.

WHEREAS, the grantors are the owners of two parcels of adjoining real property, situate in Klamath County, State of Oregon, more particularly described as follows:

PARCEL I:

The St St SWt SWt lying East of the Sprague River, Section 21, Township 34 South, Range 8 East, Willamette Meridian, excepting therefrom the East 200.00 feet, and the North 25.00 feet,

SUBJECT TO AND TOGETHER WITH:

A nonexclusive roadway and utility easement, 30 feet in width, lying Northerly of and adjoining the South boundary of the S½ S½ SW½ SW½ lying East of Sprague River.

TOGETHER WITH:

A roadway easement, 60 feet in width, lying. Westerly of and adjoining the East boundary of the Win of the SWin of Section 34.

TOGETHER WITH:

A roadway easement, 60 feet in width, lying Westerly of and adjoining the East boundary of the Wi of the NW% of Section 28 North of the Sprague River Highway,

which has an existing well thereon.

PARCEL II:

The East 200.00 feet of the S½ S½ SW% SW% lying East of the Spraque River, Section 21, Township 34 South, Range 8 East, Williamette Meridian,

SUBJECT TO:

A nonexclusive roadway and utility easement, 30 feet in width, lying Northerly of and adjoining the South boundary of the S½ S½ SW½ SW½ lying East of Sprague River.

SUBJECT TO:

A roadway easement, 60 feet in width, lying Westerly of and adjoining the East boundary of the W_2 of the SW_4 of Section 34.

TOGETHER WITH:

A roacway easement, 60 feet in width, lying Westerly of and adjoining the East boundary of the W_2^1 of the NW $_2$ of Section 28 North of the Sprague River Highway.

The grantors hereby grant unto Parcel I and Parcel II described above, an undivided one-half interest in the existing well for domestic water use, located on Parcel I, together with the use of a strip of ground for a waterline easement in favor of Parcel II, situated on Parcel I, described as follows:

An easement 10 feet in width, for ingress and egress, and for the construction and maintenance of said well, pump and waterlines, commencing at the existing well from which the West 1/16th corner common to Sections 21 and 28 bears \$ 75° 59' E -- 426.9 feet; thence N 64° 07' E -- 85.0 feet, thence \$ 88° 25' E -- 137.7 feet, more or less, to the East boundary of Parcel I.

The cost of construction, maintenance and repair of said, well, pump and waterlines, and the cost of pumping water, shall be borne equally by the owners of Parcels I and II described herein.

This agreement and the easement described herein shall run with the land, and shall be for the benefit of the grantors herein,

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their heirs, personal representatives and assigns.

IN WITNESS whereof, the grantors have executed this agreement at Klamath Falls, Oregon, on the 10th day of July, 1981.

John E. Juman

Balli Juman

EOBBI INMAN

STATE OF OREGON

July <u>/o</u>, 1981

Personally appeared the above named JOHN E. INMAN and BOBBI County of Klamath)

INMAN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

NOTARY PUBLIC FOR OREGON My Commission Expires: 6-9-84

STATE UF OREGON, COUNTY OF MANATE; 28.

Filed for record of Verpess of

this 15th day of JULY A.D. 1981 at 8;43 o'clock AM day runnion in Val M 81 of DEEOS

By Mas Linkax L

Fee \$ 10.50

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