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DECLARATION OF DOMESTIC WATER WELL AGREEMENT

Klamath First Federal Savings and Loan Association, a Federal Corporation,
hereby makes the following Declaration:

1. Klamath First Federal Savings and Loan Association is the owner of the
following-described parcels of real property:

PARCEL 1: A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 39
South, Range 10 East of the Willamette Meridian, in the County of
Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the North line of said Section 32, from which the North
 $\frac{1}{4}$ corner of said Section 32 bears North 89°42'33" West 297.90 feet; thence South
89°42'33" East 370.00 feet to the W-E 1/64 corner; thence South 00°13'45" East,
along the East line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 32, 320.00 feet; thence North
89°42'33" West 370.00 feet; thence North 00°13'45" East 320.00 feet to the point
of beginning, with bearings based on Minor Land Partition 22-84.

PARCEL 2: A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section
32, Township 39 South, Range 10 East of the Willamette Meridian,
in the County of Klamath, State of Oregon, more particularly described as
follows:

Beginning at the North $\frac{1}{4}$ corner of said Section 32; thence South 89°42'33" East,
along the section line, 297.90 feet; thence South 00°13'45" West 320.00 feet;
thence North 89°42'33" West 300.00 feet; thence North 32°39'54" West 172.16 feet;
thence North 00°10'04" East 175.00 feet to the North line of said Section 32;
thence North 89°57'52" East 95.78 feet to the point of beginning, with bearings
based on Minor Land Partition 22-84.

PARCEL 3: A tract of land situated in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32,
Township 39 South, Range 10 East of the Willamette Meridian, in the
County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the North line of said Section 32, from which the North
 $\frac{1}{4}$ corner of said Section 32 bears North 89°57'52" East 95.78 feet; thence South
00°10'04" West 175.00 feet; thence South 32°39'54" East 172.16 feet; thence
South 89°42'33" East 670.00 feet; to the East line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Sec-
tion 32; thence South 00°13'45" East, along said East line, 1009.92 feet, to the
C-W-NE 1/64 corner; thence North 89°48'56" West 668.04 feet to the C-N 1/16 cor-
ner; thence North 89°58'43" West, along the South line of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$,
249.22 feet; thence North 00°10'04" East, parallel to the West line of the said
NE $\frac{1}{4}$ NW $\frac{1}{4}$, 835.91 feet; thence North 89°57'52" East 125.00 feet; thence North 00°
10'04" East 495.00 feet to a point on the North line of said Section 32, 1210.00
feet East of the Northwest corner of the said NE $\frac{1}{4}$ NW $\frac{1}{4}$ by deed; thence North 89°
57'52" East 30.00 feet to the point of beginning, with bearings based on Minor
Land Partition 22-84.

2. There is currently a well located on Parcel 3, described as follows:

Section 32, Township 39 South, Range 10 East of the Willamette Meridian, more
particularly described as follows: Beginning at the intersection with the
East line of the W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Township 39 South, Range 10 East
of the Willamette Meridian and the South right-of-way line of the Hill
Road; thence S. 89°52' W. along the South right-of-way line of the Hill
Road 792 feet; thence S. 0°08' East 320 feet, thence S. 60° East 360
feet to the well.

3. Klamath First Federal Savings and Loan Association intends to sell Par-
cels 1, 2 and 3 and to provide for domestic water for each parcel from the well

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13.00

1 described in Paragraph 2.

2 4. The sale of Parcel 1 shall include the right to receive domestic water
3 from the well described in Paragraph 3, together with an easement for the dis-
4 tribution pipes from the well across Parcels 2 and 3 described in Paragraph 1.

5 5. The sale of Parcel 2 will include the right to receive domestic water
6 from the well described in Paragraph 2, together with an easement for the distri-
7 bution pipes across Parcel 3, and shall be subject to the easement in favor of
8 Parcel 1 for the distribution pipes.

9 6. The sale of Parcel 3 shall include the right to receive domestic water
10 from the well described in Paragraph 2, and it shall be subject to the easement
11 in favor of Parcels 1 and 2 for distribution pipes and for the interest of Par-
12 cels 1 and 2 in the well.

13 7. The owner of each parcel shall each pay 1/3rd of the cost of operating
14 and maintaining the well and distribution systems, which shall include all
15 electric costs, repairs and maintenance of the systems.

16 8. The ownership of the above-described well shall belong to the owner of
17 Parcel 3, subject to the right to remove water in sufficient quantity for dom-
18 estic use existing by the use of this agreement for the benefit of Parcels 1 and
19 2.

20 9. The easements and rights and burdens created by this agreement shall be
21 appurtenant to the property and pass with the title to the property.

22 10. In the event the owner of any parcel should install on his property a
23 separate well for domestic purposes, he shall thereby terminate his right to
24 the existing well and water distribution system and shall be relieved of the
25 obligation to pay the operating and maintenance expenses of the existing system.
26 The remaining property owners shall share equally in the expenses of the opera-
27 tion and maintenance of the existing system. The property owned by the person
28 installing the separate well shall remain subject to any easements necessary for
29 the continued operation of the existing system.

30 11. The current owners of the property are aware, and all future owners shall
31 hereby be advised, that the water system is subject to the requirements of
32 Oregon Revised Statutes, Chapter 448, and regulations adopted thereunder, and

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1 the water system must be periodically tested as provided in those regulations.
 2 IN WITNESS WHEREOF, Klamath First Federal Savings and Loan Association has
 3 executed this agreement this 16th day of August, 1984.
 4

KLAMATH FIRST FEDERAL SAVINGS AND LOAN
 ASSOCIATION

By James D. Bocchi

By Gerald V. Brown

STATE OF OREGON)
) SS
 County of Klamath)

10 On this 27th day of August, 1984, personally appeared James D. Bocchi and
 11 Gerald V. Brown, who, being duly sworn, each for himself and not one for the
 12 latter is the secretary of Klamath First Federal Savings and Loan Association,
 13 a corporation, and that the seal affixed to the foregoing instrument is the cor-
 14 porate seal of said corporation and that said instrument was signed and sealed
 15 in behalf of said corporation by authority of its board of directors; and each
 16 of them acknowledged said instrument to be its voluntary act and deed.
 17 Before me:

Leeta Owens
 Notary Public for Oregon

(SEAL)
 My Commission Expires: 5-14-88

NOTARY
 PUBLIC
 STATE OF OREGON

STATE OF OREGON,)
 County of Klamath)
 Filed for record at request of

on this 21 day of Sept. A.D. 19 84
 at 2:40 o'clock P M, and duly
 recorded in Vol. M84 of Deeds
 Page 16428

EVELYN BIEHN, County Clerk

By Sam Smith Deputy

Fee 12.00 Index: \$1.00

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Ret: KFFS + J.
 540 Main
 KFO