

**DECLARATION OF WATER RIGHT USE**

THIS AGREEMENT entered this 29th day of May, 1996, (hereinafter referred to as "Agreement") by Robert T. Edmundson and Patricia A. Edmundson (hereinafter referred to as "Grantors") and Irvin D. Norton and Cherri Norton (hereinafter referred to as "Grantees").

**RECITALS**

Grantors are the owners of real property more particularly described in Exhibit "1", which is by this reference incorporated herein and made a part hereof. Grantees are the owners of real property more particularly described in Exhibit "2", which is by this reference incorporated herein and made a part hereof.

The Grantors and Grantees desire to provide for the rights of Grantees, their successors and assigns to utilize the output of water from the well located upon Grantors' Exhibit "1" property, subject to the requirements contained herein.

NOW, THEREFORE, the Grantors hereby agree that the Exhibit "1" property shall be subject to the following conditions, restrictions and use for purposes of providing well water to the Exhibit "2" property: the owners of the Exhibit "2" property shall have the right to unrestricted water from the well on the Exhibit "1" property for \$10.00 per month for each occupied dwelling on the Exhibit "2" property, payable in advance for each month in which access to the well is desired. It is the intent of Grantors and Grantees that this Declaration of Water Right Use shall run with

Page 1 - DECLARATION OF WATER RIGHT USE

(C:\wp51\document\tjh\norton\declar.wat TJH:ccc)

AFTER RECORDING RETURN TO:  
Eugene Escrow  
1355 Oak St.  
Eugene, OR 97401

96 MAY 30 P3:15

the land and shall be binding upon all parties who shall have any right, title or interest in such property or any parts thereof, including the heirs, personal representatives, successors, grantees, and assigns of either Grantors or Grantees; provided however, that this right of use shall be extended only to the current structures on the Exhibit "2" property and not to structures erected after the date of this declaration.

The expense of maintaining and repairing the well, well equipment and pumping machinery to keep the same in order and fair condition of repair and for replacing such pumping equipment, casing and well pipe as needed is to be the responsibility of grantors.

IN WITNESS WHEREOF, this Agreement has been executed on the date first written above.

## GRANTORS:

Robert T. Edmundson  
Robert T. Edmundson

Patricia A. Edmundson  
Patricia A. Edmundson

## GRANTEES:

Irvin D. Norton  
Irvin D. Norton

Cherri L. Norton  
Cherri Norton

STATE OF OREGON )

County of LANE )

On this 29<sup>th</sup> day of MAY, 1996, personally appeared the above-named Robert T. Edmundson and Patricia A. Edmundson, husband and wife, Grantors, and acknowledged the foregoing to be their voluntary act and deed.



*Betty J Mc Grath*  
Notary Public for Oregon

STATE OF OREGON )

County of LANE )

On this 29<sup>th</sup> day of MAY, 1996, personally appeared the above-named Irvin D. Norton and Cherri L. Norton, husband and wife, Grantees, and acknowledged the foregoing to be their voluntary act and deed.



*Betty J Mc Grath*  
Notary Public for Oregon

## DESCRIPTION OF PROPERTY

## PARCEL 1:

All that portion of Block 8, in the townsite of CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows, to-wit: Beginning at a point on the easterly right of way line of the Dalles-California Highway #97, which point is 50 feet southeasterly from the northwest corner of said Block 8; thence running at right angles to said highway northeasterly 150 feet, along the southerly line of that certain tract now owned by Bellevance; thence southeasterly and parallel with the easterly line of said highway a distance of 50 feet; thence southwesterly and parallel with the northerly line of said Block 8 a distance of 150 feet to the easterly line of said highway; thence northwesterly along the easterly line of said highway a distance of 50 feet to the point of beginning..

## PARCEL 2:

All that portion of Block 8, in the townsite of CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows, to-wit: A tract of land beginning at a point which is 100 feet in a Southerly direction from the Northwest corner of Block 8 in the original townsite of Chemult, Oregon; thence running in an Easterly direction at right angles to the Dalles-California Highway #97 a distance of 150 feet; thence in a Southerly direction parallel to said Dalles-California Highway No. 97, a distance of 50 feet; thence in a Westerly direction at right angles to said highway a distance of 150 feet; thence in a Northerly direction along the boundary of said highway a distance of 50 feet to the place of beginning.

K-49100

EXHIBIT "1"

A tract of land situated in Block 8, CHEMULT and in the SW 1/4 SW 1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of the Dalles-California Highway and the Northerly line of Block 8, CHEMULT; said point also being the Northwest corner of Block 8, CHEMULT; thence Northeasterly along the Northerly line of said Block, 150 feet to the true point of beginning; thence continuing Northeasterly along said Northerly line 151.5 feet to the Northeasterly corner of said Block; thence South 20 degrees 54' East along the Easterly line of said Block, 421.8 feet; thence South 70 degrees 36' West 312.8 feet to the Easterly right of way line of said highway; thence Northwest along said highway right of way line 272.2 feet; thence Northeasterly parallel to the Northerly line of said Block, 150 feet; thence Northwesterly parallel to said highway 150 feet to the point of beginning.

EXHIBIT  
"2"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 30th day  
of May A.D., 19 96 at 3:15 o'clock P M., and duly recorded in Vol. M96  
of Deeds on Page 15639.

FEE \$50.00

By Bernetha G. Letsch, County Clerk