

34204-A

MAR-11-1997 17:05

AMERITITLE KFALLS

97 Mar 12 A10:27

P.01/02

AFTER RECORDING PLEASE RETURN TO:

KLAMATH FIRST FEDERAL S&LA
2943 SOUTH SIXTH STREET
KLAMATH FALLS, OREGON 97603

loan #0100444196

Vol. 177 Page 7161

MARCH 1, 97
MURRAY PUMPING AGREEMENT

PAGE 1 OF 2

1. EDWARD L. MURRAY , OWNER OF SAID PUMPING STATION LOCATED ON LOT 10, BLK. 71, KLAMATH FALLS FOREST ESTATES HWY. 66, UNIT 3;
2. ALLEN , USER OF SAID PUMPING STATION; FOR LOCATION LOT 6, BLK 70, KLAMATH FALLS FOREST ESTATES, HWY 66, UNIT 3;
3. GERALD L. MURRAY , USER OF SAID PUMPING STATION; FOR LOCATION LOT 11, BLK 71, KLAMATH FALLS FOREST ESTATES, HWY 66, UNIT 3;

IN THE MATTER OF SHARING FINACIAL INTEREST IN THAT CERTAIN PUMPING SYSTEM CONSISTING OF A HOLE DRILLED AND SITUATED APPROXIMATELY SIXTEEN FEET NORTH FROM THE SOUTH PROPERTY LINE AND FORTY FEET EAST FROM THE WEST PROPERTY LINE OF AFORESAID LOT 10, BLK 71, TOGETHER WITH IRON CASING, MATERALS, LABOR, SUBMERSIBLE PUMP, SUPPLY LINE AND ELECTRIC CABLES EXTENDING FROM SAID PUMP TO GROUND SURFACE, THEN APPROXIMATELY SEVENTY FEET EAST UNDERGROUND TO THE CORNER OF THE RESIDENTIAL HOUSE THEREAT, SAID PUMPING SYSTEM TOBE HEREINAFTER REFERED TO AS THE SYSTEM;

IN CONSIDERATION OF THE OWNER AND THE USERS IN THE AFORESAID SYSTEM UNDER TERMS AND PROVISIONS AS SET FORTH IN THE ARTICLES HEREIN BELOW. THE BENEFITS, LIABILITIES RESPONSIBILITES INCIDENT TO SAID SYSTEM SHALL INCURE TO ALL PARTIES HERETO AND IT IS THEREFORE MUTUALLY AGREED , BY ALL PARTIES HERETO THAT;

ARTICLE 1, THE USERS SHALL FURNISH AND INSTALL AN UNDERGROUND SUPPLY LINE EXTENDING FROM THE AFORESAID LOT 10, BLK 71, WHICH SUPPLY LINE SHALL BECOME AND REMAIN APPURTENANT TO LOT 6 BLK 70, AND LOT 11 BLK 71, OF AFORESAID ESTATES, AND THE OWNER DOES HEREBY GRANT EASEMENT ON SAID LOT 10 AS MAY BECOME NECESSARY FOR THE MAINTENCE AND SERVICING OF SAID SUPPLY LINE, SAID EASEMENT TO BE IN CONSIDERATION OF PAYMENT OF ONE DOLLAR [\$1.00], RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY OWNER;

ARTICLE 2, THE USERS EACH AGREE TO FURNISH, INSTALL, AND MAINTAIN AT HIS RESIDENCE ON LOT 6 AND LOT 11, RESPECTIVELY, AS AN INTEGRAL PART OF HIS SUPPLY LINE, A RECEIVER PRESSURE TANK HAVING A RATED CAPACITY OF TWO HUNDRED [200] GALLONS OR MORE, AND THEY WILL NEITHER MAKE NOR PERMIT ANY EXTENSION OF THE AFORESAID SUPPLY LINE INTO PROPERTIES OTHER THAN THE SAID RESPECTIVE LOT 6 AND LOT 11; NOR WILL THERE BE ANY WATER HAULING FROM ANY PROPERTIES;

ARTICLE 3. (OPERATION) THE COSTS OF OPERATION OF THE SYSTEM SHALL CONSIST OF TAXES, INSURANCE, PUMPING POWER, LEGAL ASSESSMENTS AND OTHER LAWFUL EXPENCES. SAID COST OF OPERATION SHALL BE BOURNE AND PAID BY EACH AND EVERY USER HERETO, AT THE RATE OF [\$2.50] PER MONTH PER PERSON RESIDING AT THE RESPECTIVE PROPERTIES OF SAID PARTIES, PLUS THE ADDITIONAL COST OF IRRIGATION DURING THE MONTHS OF JUNE, JULY, AND AUGUST OF EACH YEAR, AT THE FLAT RATE OF [\$30.00] PER MONTH PER USER OF THE SYSTEM, ALL THE FOREGOING PAYMENTS TO BE MADE TO THE OWNER HEREIN, ON OR BEFORE THE FIRST DAY OF EACH MONTH. DEFAULT IN ANY OF THE FOREGOING PAYMENTS FOR A PERIOD OF THREE WEEKS SHALL CONSTITUTE SUFFICIENT GROUNDS FOR DISCONTINUATION OF PUMPING TO DEFAULTING PARTY PENDING CLEARANCE OF SAID DEFAULT.

ARTICLE 4. IMPROVEMENTS OR ADDITIONS TO THE SYSTEM SHALL IN NO EVENT BE UNDERTAKEN EXCEPT WITH THE WRITTEN UNANIMOUS APPROVAL OF THE OWNER, AT NO TIME SHALL THE REAL PROPERTY BE SOLD FOR COMMERCIAL USAGE.

ARTICLE 5. MAINTENANCE THE NECESSITY FOR REPAIRS, REPLACEMENTS AND OTHER EXPENCES INCIDENT TO MAINTENANCE OF THE SYSTEM, SHALL BE SUBJECT TO THE JUDGEMENT OF THE OWNER. THE SAID COSTS THEREOF SHALL BE PAID TO THE OWNER HEREIN BY ALL THE USER PARTIES WITHIN THIRTY DAYS FOLLOWING THE COMPLETION OF EACH AND EVERY PHASE OF MAINTENANCE PROJECT OR UPON DEMAND OF THE RESPECTIVE CREDITORS INVOLVED. DEFAULT IN PAYMENT OF THE ABOVE SAID MAINTENANCE EXPENCES AFTER SAID THIRTY DAYS SHALL BE ENOUGH TO STOP PUMPING FOR EVER.

ARTICLE 6. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD AT ANY TIME EXCEED THE SUPPLY AT THE SOURCE OF THE SYSTEM, THEN ALL THE SUPPLY LINES OF THE SYSTEM SHALL BE PARTLY CLOSED AND CONTROLLED FOR REASONABLE PERIODS OF TIME IN ORDER TO PROVIDE FOR EMERGENCIES OR URGENT NEED;

ARTICLE 7. ANIMALS WILL BE ALLOWED TO RECEIVE PUMPING SERVICE AT NO CHARGE AS LONG AS THE NUMBER OF ANIMALS DOES NOT EXCEED THE NUMBER OF PEOPLE AT EACH RESIDENCE. WHEN THE NUMBER OF ANIMALS EXCEED THE NUMBER OF PEOPLE AN EXTRA CHARGE OF (\$2.50) PER HEAD WILL BE CHARGED PER MONTH;

ARTICLE 8. SALE OF PROPERTY, IN THE EVENT THAT ANY PROPERTY LISTED HEREIN IS SOLD TO A NEW PARTY THE PUMPING SERVICE ENDS; SHOULD KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION HAVE TO REPOSSESS THE PROPERTY THE PUMPING AGREEMENT WILL STILL BE IN EFFECT. ARTICLE 9. EACH AND EVERY PARTY TO THE SYSTEM HEREBY WAIVES ANY AND ALL RIGHTS CONFERRED BY LAW WHICH WOULD HOLD ANOTHER OF SAID PARTIES, OR THE SYSTEM ITSELF, LIABLE IN ANY WAY FOR FAILURE OF SUPPLY AT THE AFORESAID WELL, FAILURE OF OPERATING POWER, OR OTHER FAILURE BEYOND REASONABLE HUMAN CONTROL, AND OR PERSONAL INJURIES SUSTAINED ON THE PREMISES OF ANOTHER SUCH PARTY OF THE SYSTEM;

ARTICLE 10. IN THE EVENT OF DISPUTE RELATIVE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, FINAL DECISION AND ACTION SHALL BE REFERRED TO JUDGEMENT OF A LOCAL ATTORNEY TO BE CHOSEN BY LOTTERY, AND THE REASONABLE FEE THEREFORE SHALL BE EQUALLY SHARED BY THE DISPUTANT.

FINIS *Edward K. Murray*
Edward K. Murray

Cory D. Allen
Cory D. Allen

STATE OF OREGON,

County of KLAMATH

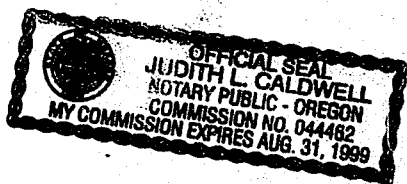
ss.

FORM No. 23--ACKNOWLEDGMENT
Stevens-Ness Law Publishing Co. NL
Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 11th day of MARCH, 1997, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named EDWARD K. MURRAY AND CORY D. ALLEN AND
DANNY R. ALLEN

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that THEIR executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Judith L. Caldwell
Notary Public for Oregon
My commission expires 8-31-99

ARTICLE 1. OPERATION. THE COSTS OF OPERATION OF THE SYSTEM SHALL CONSIST OF TAXES, INSURANCE, PUMPING POWER, LEGAL ASSESSMENTS AND OTHER LAIDON EXPENSES. SAID COST OF OPERATION SHALL BE BORNE AND PAID BY EACH AND EVERY USER HERETO, AT THE RATE OF (\$2.50) PER MONTH PER PERSON RESIDING AT THE RESPECTIVE PROPERTIES OF SAID WATER. PAID THE ADDITIONAL COST OF IRRIGATION DURING THE MONTH OF JUNE, JULY, AND AUGUST OF EACH YEAR, AT THE FLAT RATE OF \$1.00 PER MONTH PER USER OF THE SYSTEM, ALL THE FOREGOING PAYMENTS MADE TO THE OWNER HEREIN, ON OR BEFORE THE FIRST DAY OF EACH MONTH, SHALL BE IN FULL OF THE FOREGOING PAYMENTS FOR A PERIOD OF ONE MONTH.

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 12th day of March A.D., 19 97 at 10:27 o'clock A M., and duly recorded in Vol. M97 of Deeds on Page 7161

FEE 20.00

Bernetha G. Letsch, County Clerk

by Pauline Mullenbore

ARTICLE 2. DEMAND. THE COMPLETION OF EACH AND EVERY PHASE OF MAINTENANCE OR REPAIR OF THE SYSTEM SHALL BE THE RESPONSIBILITY OF THE PARTY WHOSE PROPERTY IS BEING SERVED. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 3. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 4. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 5. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 6. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 7. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 8. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 9. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 10. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.

ARTICLE 11. LIABILITY. IN THE EVENT THAT THE OVERALL DEMAND FOR SUPPLY SHOULD EXCEED THE CAPACITY OF THE SYSTEM, THE SUPPLY SHALL BE PARTIALLY CLOSED AND CONTINUED FOR PERIODS OF TIME IN ORDER TO PROVIDE FOR PUMPING FOR WATER.