Vol. <u>///97</u> Page 7161

MAR-11-1997 17:05 HILES.

AFTER RECORDING PLEASE RETURN TO: 2943 SOUTH SIXTH STREET KLAMATH FALLS, OREGON 97603 loan #0100444196

PAGE ! OF Z

MARCH 1 ,97 MURRAY PUMPING AGREEMENT

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

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 AFORSAID 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 EASE-MENT 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 MAIN-TAIN 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;

eaty.

PAGE 20f2

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 TOBE MADE TO THE OWNER HEREIN, ON OR BFORE THE FIRST DAY OF EACH MONTH. DEFAULT IN ANY OF THE FOREGOING PAYMENTS FOR A PERIOD OF THREE WEEKS SHALL CONSTITUTE SUFFICIENT GROUNDS FOR DISCONTINU-ATION 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 UNANIMMOUS APPROVAL OF THE OWNER , AT NO TIME SHALL THE REAL PROPERTY BE SOLD FOR COMMERCIAL USAGE.

ARTICLE 5. MAINTENCE 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 MAINTENACE PROJECT OR UPON DEMAND OF THE RESPECTIVE CREDITORS INVOLED. DEFAULT IN PAYMENT OF THEABOVE SAID MAINTENANCE EXPENCES AFTER SAID THIRTY DAYS SHALL BE ENOUGH TO STOP PUMPING FOR EVER SAID THIRTY DAYS SHALL BE ENOUGH TO STOP PUMPING FOR EVER.

ARTICLE 6. IN THE EVENT THAT THE OVERAL 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 RESONABLE PERIODS OF TIME IN ORDER TO PROVIDE FOR EMERGENCIES

ARTICLE 7. ANIMALS WILL BE ALLOWED TO RECIEVE 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

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 FERST FEDERAL SAVINGS AND LOAN ASSOCIATIONS HAVE TO REPOSSESS THE PROPERTY THE PUMPING ACREEMENT WILL STILL BE SYSTEM HEREBY WAIVES ANY AND ARTICLE 9. EACH AND EVERY PARTY TO THE SYSTEM HEREBY WAIVES ANY AND ARTICLE 9. EACH AND EVERY PARTY TO THE SYSTEM HEREBY WAIVES ANY AND ARTICLE 9.EACH AND EVERY PARTY TO THE SYSTEM MEREBY 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 RESONABLE 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 REFERED TO JUDGEMENT OF A LOCAL ATTORNEY TO BE CHOOSEN BY LOTTERY, AND THE RESONABLE FEE THEREFORE SHALL BE BOUALLY SHARED BY THE DISPUTAN

STATE OF OREGON.

County of KLAMATH

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

BE IT REMEMBERED, That on this 12 day of MARCH 1997, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named ERWARD L MURRAY AND COPY D ALLEN AND DANNY R ALLEN

known to me to be the identical individual. S. described in and who executed the within instrument and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed JUDITH L CALDWELL
AGTARY PUBLIC - OREGON
COMMISSION NO. 044482
WY COMMISSION EXPIRES AUG. 31, 1999 my official seal the day and year last above written. My commission expires

Caldwe

Notary Public for Oregon 8-31-99

7163

PAGE 20EX

ARTICLE A. (OPERATION) THE COSTS OF ORERATION OF THE SYSTEM SHALL CONTRACTS. INCLEANOR, PUMPING POWER, LEGAL ASSESSMENTS AND CORREST LAWFUL EXPENDES. SAID COST OF OPERATION SHALL BE EQUEEN AND LYER USER HERETO, AT THE RATE OF [57.50] FOR SHALL PROPERTIES OF THE RESPECTIVE PROPERTIES OF THE RESPECTIVE PROPERTIES OF THE RESPECTIVE PROPERTIES OF SALD SAFTES, PAUS THE ADDITIONAL COST OF IRRIGATION DURING THE MENTED OF AUST THE PLANT RATE OF FAIL OUT FOR MOUTH FIRE USER OF THE SYSTEM, ALL THE FORECOISS ALLES TO THE OWNER HEREIN, OU OR SPORT THE FIRET DAY OF THE STATE OF THE TOPPOST THE FIRST DAY OF THE STATE OF THE TOPPOST THE FIRST DAY OF THE TOPPOST THE FIRST DAY OF THE TOPPOST THE FIRST DAY A SHERED BEFORE IN ANY OF THE FOREGOING PAYMENTS FOR A PERIOD

	Filed for record at request of Amerititle								
. UI	March		A.D., 19 97 a	10:27	o'clock	A M a	the nd duly recorded in Vo	12th	
		of		Deeds	0 01000	ivi., a on Page	7161	I. <u>M97</u>	
TOP .	20.00						Bernetha G. Letsch,	County Clerk	
FEE	20.00				t	y Qazz	line Mu	Henel	
							/ /	<u> </u>	
HOAR	MAINTEL	NO BEARS	D EVERY E	OF EACH AN	MOTERIA	union w	ar ovivalic	V 1787	
	. QS	ROAME SE	CREDITOF	KESPECTIVE	SHT TO	CMAMA	d votu so m Remeas we to	1011000	
	. 9	FOR EVE	PUNFING	GR TO STOP	asvaman Ba anou	a zo s -Jiana	nemiak di W Byad Vyali.	RESTURNA POSTORIA	
					347712				
1 1114	MUONE Y	ATTUS SC	DEMAND FL	HE OVERAL	e garr	THEVE :	eng ki .a sa	11 34	
ELA	n CONTRO	na dasol Ticke an	PARTLY CI	ove ant ta Bradane 1	्र ास्ट्र 1875 स्ट्र	<u>、</u> をおす。役。 何れず、マム)	egri enio Parti enio	Maria MA Maria Mark	
38	RROENCLY	e For Bu	O PROVIDI	г насяо их	F TIME	a saon	refisierios	r vers A Herr	
							towar paso		
	เสาะสะโรษสา	TO OWNER	11750 - 751276 75 five	Mar com management	en e sesse		o de la compania del compania del compania de la compania del compania del compania de la compania del compania		
e e e e e e e e e e e e e e e e e e e	n delya. ED THE	HOYE TOR	roz avalu. Perocent	AND THE KE	ida de Bonoma	ಪಿತಿತಿಗಳ ದು ಪಡುವಾತ ಗ	lanina to es Nacedos da espec	ada Maria. Maria da Maria	
CHOR	l ejantki,	BER OF A	HEID THE	MENCE: WHEN	H RESI	DAS TA	BRODES AND H		
E	a Midim o	PER HIAD	(\$2,50) 1	CHAIRCE OF	EXTRA	HLE AN	Dag no Habib.		
, •	e de la companya de l						Aligna asa ot	PRINT.	
	भूग <i>द</i> ाया	ালেকৰ সক্ষ	E mackin more	IVE SHE EVI	V ange	id Sancos en	e ing te teg	e e y e	
	: eona	SERVICE	DOMESTING CONTRACT	HIT YUBAS :	eres ; o a ner	uevarrii ili Yolgijarez	rains Bijkirsenju	in Tidus Magna a a	
75 TH	O REPOSSE	EL HAME R	BRIDGER	ath Luantea	TESTATIVE		Madii Ulana	i jasti	
CVIA	res any	BBY WAIN	SEEMPHERS	e Heruffe	H-HAYOT W	HEVE Si			
ALLY	EAID PA	THER OF	HOLD ANO!	IICH WOULD	W WALT	ered by	Descri Compa	1 11.15	
TA	Yakrus 1	ILCRE OF	Y FOR FA	IN ARY W	Cayla.	TIERT:	i Bijitaka Japa		
a Orab	MULLAL) Gramona :	ARKTO - ZO 20. reative	FONER, I	MITANESO S		MY JA	BW TRASSERT		
Na vid Y.	inskrije Vin C	ratan out tatan out	neral dan i	to vraca hi	MAC GAR	- MARGUR ODWE - NY	D PREMIERS OF	eddiodd mai Chr	
						ing the second of the	e tempo de la companio del companio de la companio de la companio del companio de la companio della companio della companio de la companio della companio de	1.2	
	CMA an	eaco amo	TIVE TO	laan aruasi	Q 20 T	geve of	m ni lei sa	192756	
3	a Jane	ROTTON	CSTON AND	PRWAR DEC	EMENT.	is here	dia 20 suoti	(State	
្រុងគ មានសាក	idaalor ka idaalor ka	a Magoos	ाञ्चास्य प्राप्त । प्रमुख्यानीय व	il attorne: Ke shadd bi	DOUA :	O THE	rindic or or		
20,20	. π. γ. γ. γ. ε/ (ε.		ancompage a	ia hanus ar	waanin N				
					ロルんしき			e regid	
	an an ann an Albert Comment of the C	777			10	American September			
No. No. of		Letter Land	The state of	The second	17.71				
					12				
		معجمها وأربيه أوارات	والمراجعة والمعجوبة والمعجوبة والمتعادمة			or tenuncia meningana	talian di samua dalah sa menganian di salah salah sa menganian di salah		
								-	
		e de la companya de La companya de la co							
Na 1450	สสนาพยศตาลเปล								
ls tuois	edirwedank le O katera kal	ac index despetation deline contract 2 2.75 despetation 3						2.5	
73-76 22 57-10	ingsvendelske e Događenica vez Posta	er oder meder other constant Silvanistell			.27		er er forske en er skriver en en fanke en	<i>1</i>	
S70.00	STREWSHALLS Controlled with Controlled with the controlled to the	en de design deles conserved Riving authority			,##			we there we	
. 550 (A)		nos		A. Section of the sec	.88			Variation (New York)	
i societi Nelistra	editoria	in D.S.	M M	Lagrand Four 1910 States (jagaser stra Požete i i	an temaki. Nga temaki.	
i societi Nelistra	editoria	Partie of The Control			illi siri arat Listofici		and Santa and A Santa and American Santa and American Santa and American	A DAMAS A STANDARD A S	
i societi Nelistra	editoria	Partie of The Control		To yet To State to House to Ho	illi siri arat Listofici			A TONIO S A TONI	
i societi Nelistra	es de la companya de	inactical TOP The Allertham The Al			in and		Post (1902) si beri Si si Si Si Si si Si Mingapoli Si si Si	A DA DA A DA DA A DA DA A DA DA A SA DA A SA DA	
i societi Nelistra	es de la companya de	estantistica de la constantistica de la constantist	resource office	Sav a Velly			Para Problember 1900 - Stategar Para Para Santa 1900 - Santa	A CONTRACT A CONT	
posts	es entrebesi n	Postura Postur	sulio executor lecay and val	ented the same	bus ist ale Vice is Linit		Para Parada a Seria A di Afrika da Maranta A di A di Afrika da di Afrika Maranta di Afrika	Maryaman Salahan Salahan Salahan Salahan	
Signal of the design of the de	erine ir	Postura l'A escencity est de l'es within livelante	who executes Heely and vol	San ai bodina Sans ai bodina Sans air bempo	bus ist ale Vice is Linit		Para Parada a Seria A di Afrika da Maranta A di A di Afrika da di Afrika Maranta di Afrika	A TOMBO I A TOMBO Moreover and ACM I Solve ACM I Solv	
Signal of the design of the de	erine ir	Postura l'A escencity est de l'es within livelante	sulio executor lecay and val	San ai bodina Sans ai bodina Sans air bempo	bus ist ale Vice is Linit		Para Parada a Seria A di Afrika da Maranta A di A di Afrika da di Afrika Maranta di Afrika	Maryaman Salahan Salahan Salahan Salahan	
Signal of the design of the de	erine ir	Postura l'A escencity est de l'es within livelante	who executes Heely and vol	San ai bodina Sans ai bodina Sans air bempo	bus ist ale Vice is Linit		Para Parada a Seria A di Afrika da Maranta A di A di Afrika da di Afrika Maranta di Afrika	Maryamana Sa Maranga Sa Maran Sa Maran Sa Maran	
end in the distance of the dis	erine ir	Postario Estado Sala Carlo Car	who executes Heely and vol	San ai bodina Sans ai bodina Sans air bempo	bus ist ale Vice is Linit		Para Parada a Seria A di Afrika da Maranta A di A di Afrika da di Afrika Maranta di Afrika	Maryamana Sa Maraya Sa Sarja Sa Sa Sa Sasa	