

## AGREEMENT OF WATER RIGHT

THIS AGREEMENT entered into this 27<sup>th</sup> day of February, 1998, by and between Ivan H. Bold and Clara E. Bold, husband and wife, hereinafter referred to as The GRANTORS, and Jo R. Nelson and Donald Nelson, Janet Petersen and Stanley Petersen, husband and wife, and Tom Tenold, and Margaret Tenold, husband and wife, hereinafter referred to as the "GRANTEES."

## RECITALS:

Whereas the GRANTORS are owners of a certain well located on the property commonly known as Big Springs Meat, East 75' - Lots 1-2-3, plus 10' of west 75' of Lots 1 and 2, Block 4 - Original, in Bonanza, Ore. and GRANTEES are desirous of obtaining a water right.

## AGREEMENTS:

Now therefore in consideration of the foregoing recitals which by this reference are expressly made a part of this agreement, and the terms, covenants, and conditions hereinafter contained on the part of the respective parties to be kept and performed, it is agreed:

- (1) That the GRANTORS will retain ownership of the land and the well, and will have the right to secure water from the well, and reserves the right to secure water from the well for another residence that may be built on East 75', Lots 1-2-3, Block 4 Original.

cc  
18-15  
OK  
50

(2) The GRANTEES will have the right to secure water under the following conditions:

(a) Jo R. Nelson and Don Nelson will obtain water for the Bonanza General Store -  
- Location is W 50 feet Blk 1- Bonanza First in Bonanza, Oregon.

(b) Janet Petersen and Stanley Petersen will obtain water for the Longhorn Restaurant and Tavern -- Location is -- see attached description exhibit A.

(c) Tom Tenold and Margaret Tenold will obtain water for his home-location --  
Lts 2 and 3 plus W 10', Lot 1 Block 16, in Bonanza, Oregon.

(3) Water right for the GRANTEES will be for these three buildings only and no expansion will be legal.

(4) GRANTORS cannot be held legally responsible for the quality of the water.

(5) GRANTORS cannot be held legally responsible for the quantity of the water.

(6) GRANTEES must furnish their own water system (pump and plumbing.)

(7) GRANTEES must maintain their own water system. GRANTORS cannot be held liable for repair.

**PARCEL 1:**

The West 25 feet of the following described property, in the County of Klamath, State of Oregon:

Commencing at the Southeast corner of Block 12, FIRST ADDITION TO THE TOWN OF BONANZA and running thence West along the South line of said Block, a distance of 75 feet; thence North a distance of 48' 3 1/2" more or less to the Southeast corner of parcel conveyed to Bray in Book 163 at Page 253, Deed Records; thence East along the South line of said Bray Parcel to the Southeasterly line of said Block 12; thence Southwesterly a distance of 58' 6 1/4" more or less to the point of beginning.

**PARCEL 2:**

That part of Block 12, FIRST ADDITION TO BONANZA, in the County of Klamath, State of Oregon, described as follows:

Commencing at a point in the Southeasterly line of Block 12 of First Addition to Bonanza, which point is in the intersection of the Southeasterly line of said Block 12 with the centerline of the Southerly wall of the building located on the premises herein described and which said point is North 33 3/4" East 58 feet 6 1/2 inches, more or less, from the Southeast corner of said Block 12; thence continuing North 33 3/4" East along the said Southeasterly line of said Block 12, 31 feet 6 1/4 inches, more or less, to the North line of said building, and being the East and West centerline of said Block 12; thence Westerly parallel with the South line of said Block a distance of 124.74 feet; thence South 26 feet 4 1/2 inches, thence East to the place of beginning.

**PARCEL 3:**

Beginning at the Northeast corner of Block 12 of the FIRST ADDITION TO THE TOWN OF BONANZA, OREGON; thence West 170 feet; thence Southerly 75 feet; thence Easterly 120 feet; thence Northeasterly 90 feet to beginning, being the N 1/2 of Block 12, LESS the Westerly 80 feet described in Book 33 at Page 316, Deed Records, LESS description in Book 42 at Page 539, Deed Records, in the County of Klamath, State of Oregon.

**PARCEL 4:**

Commencing at the Southeast corner of Block 12, FIRST ADDITION TO TOWN OF BONANZA and running thence West along the South line of said block a distance of 75 feet; thence North a distance of 48' 3 1/2" more or less to the Southeast corner of parcel conveyed to Bray in Book 163 at Page 253, Deed Records; thence East along the South line of said Bray parcel to the Southeasterly line of said Block 12; thence Southwesterly a distance of 58' 6 1/4" more or less to the point of beginning.

EXCEPTING THEREFROM the West 25 feet of the hereinabove described property measured parallel to the Westerly boundary.



2152  
(8) GRANTORS will be under no legal obligation to deliver the water to the  
GRANTEES.

4215

(9) GRANTEES shall have legal access to the property to inspect and repair their  
water systems and meter.

This agreement shall bind and inure to the benefit of, as the circumstances may  
require, the parties hereto and their respective successors, heirs, executors and  
administrators.

In witness whereof the parties have caused this agreement to be executed this  
8th day of February, 1998.

Joan H. Bold  
Cheryl E. Bold  
GRANTORS

James D. Jensen  
Margaret C. Jensen  
John D. Jensen  
Michael Nelson  
Stanley Jensen  
Janet Peterson  
GRANTEES

4154

4216

(B) GRANTORS will be under no legal obligation to deliver the instrument to the

GRANTEES

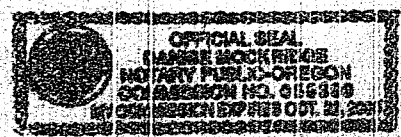
FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 8th day of February, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Stanley Petersen and Janet Petersen and Don Nelson and Jo Rachel Nelson and Tom G. Tensold and Margaret C. Tensold and Ivan N. Bold and Clara E. Bold known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they 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.



Janese Mockridge  
Notary Public for Oregon.  
My Commission expires 10-25-00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ivan Bold the 9th day of February A.D., 1998 at 3:35 o'clock P.M., and duly recorded in Vol. M98 of Deeds on Page 4212

Return: Ivan Bold

Bernetha G. Letsch, County Clerk

FEE \$50.00  
18.75

P.O. Box 158  
Bonanza, Or. 97623

By Kathleen Ross

GRANTEES