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AGREEMENT TO FURNISH WATER

This Agreement made between ROGER DOKKEN and MARGARET ANN DOKKEN, husband and wife, hereinafter called "DOKKENS" of Route 1, Box 637 B, City of Klamath Falls, County of Klamath, State of Oregon, and TROY QUALLS and LEONA QUALLS, husband and wife, hereinafter called "QUALLS", of Route 1, Box 639, City of Klamath Falls, County of Klamath, State of Oregon.

The parties declare that:

1. QUALLS have conveyed to DOKKENS by deed dated April 8, 1980, land in Klamath County Oregon, described as follows:

In Township 40 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon,

Section 27: Lots 2, 3 and 4

Section 34: The $W\frac{1}{2}NW\frac{1}{4}$; $NE\frac{1}{4}NW\frac{1}{4}$ and that portion of the $SE\frac{1}{4}NW\frac{1}{4}$ described as follows:

Beginning at the Northeast corner of said Southeast quarter of Northwest quarter of Section 34, aforesaid, and running thence West four rods; thence South three rods; thence East four rods; thence North three rods to the place of beginning.

EXCEPTING, however, a strip 3 rods wide off the East side of the $NE\frac{1}{4}NW\frac{1}{4}$, also excepting a 100 foot strip conveyed to Modoc Northern Railway Co. for Railroad by Deed recorded February 6, 1912 in Book 35 at page 526, Deed Records and that portion lying within the right of way of the Dalles-California Highway (Highway #97)

AND ALSO EXCEPTING a tract of land situated in the $SW\frac{1}{4}NW\frac{1}{4}$ of Section 34, Township 40 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northeast corner of said $SW\frac{1}{4}NW\frac{1}{4}$; thence Southerly, along the East line of said $SW\frac{1}{4}NW\frac{1}{4}$, 94 feet to an existing fence and true point of beginning of this description; thence Westerly along said fence and its extension 344 feet, more or less, to the Northeasterly right of way line of State Highway No. 39; thence Southeasterly, along said right of way line, 474 feet, more

or less, to a point on the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$;
thence Northerly, along said East line, 326 feet, more
or less, to the true point of beginning.

hereinafter called "DOKKENS" property". Such deed has been recorded
in the Office of the County Clerk of the County of Klamath, State of
Oregon, Volume M-80, page 6550.

2. DOKKENS have situated near the red brick residence located
on DOKKENS' property, a system of waterworks and pipelines which furnish
domestic water for the red brick residence and from which run water
pipes furnishing domestic water to the residence owned by QUALLS
situated on the following described parcel of land which is adjacent
to DOKKENS' land:

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34,
T40S, R10EWM, Klamath County, Oregon, more particularly
described as follows:

Beginning at the northeast corner of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence
Southerly, along the east line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$, 94 feet
to an existing fence and True Point of Beginning of this
description; thence Westerly along said fence and its
extension 344 feet, more or less, to the northeasterly
right of way line of State Highway No. 39; thence South-
easterly, along said right of way line, 474 feet, more or
less, to a point on the east line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$; thence
Northerly, along said east line, 326 feet, more or less,
to the True Point of Beginning, containing 1.3 acres,
more or less, subject to any easements or rights of way
of record or apparent.

hereinafter called "QUALLS property".

For the reasons set forth above, and in consideration of the
mutual covenants and promises herein contained, QUALLS and DOKKENS
agree:

SECTION ONE

Furnishing of Water

DOKKENS shall furnish QUALLS such water as may be required

by QUALLS for domestic use on QUALLS' property. QUALLS agree to pay the sum of \$5.00 per month plus one/fourth (1/4th) of any repair bills for repairs to the water pump located near the red brick house on DOKKENS' property. Repair bills shall be settled between the parties annually.

SECTION TWO

Expense of Conveying Water

Such water shall be supplied from the system of water pipes which lead to QUALLS' property and maintained by QUALLS. All expenses in maintaining such system of pipes which leads to QUALLS' property shall be at the sole cost and expense of QUALLS.

SECTION THREE

Duration

This instrument shall inure to the benefit of, and be binding upon, the heirs, administrators, executors, personal representatives, successors in interest, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement at Klamath Falls, Oregon, this 30th day of April, 1980.

Roger Dokken
ROGER DOKKEN

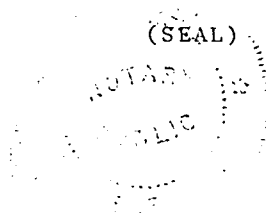
Troy Qualls
TROY QUALLS

Margaret Ann Dokken
MARGARET ANN DOKKEN

Leona Qualls
LEONA QUALLS

STATE OF OREGON)
) ss.
County of Klamath)

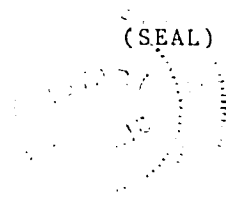
On May 7th, 1980, personally appeared the
above named ROGER DOKKEN and MARGARET ANN DOKKEN and acknowledged
the foregoing instrument to be their voluntary act and deed.



Eda Gilbert
Notary Public for Oregon
My Commission Expires: 6/1/81

STATE OF OREGON)
) ss.
County of Klamath)

On April 30, 1980, personally appeared the
above named TROY QUALLS and LEONA QUALLS and acknowledged the fore-
going instrument to be their voluntary act and deed.



Eda Gilbert
Notary Public for Oregon
My Commission Expires: 6/1/81

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Giacomini Jones & Assoc.
this 8th day of May A. D. 1980 at 4:30 o'clock P. M., and
tuly recorded in Vol. M80, of Deeds on Page 8535
By Wm D. KILNE, County Clerk
Bernetha Phelps

Fee \$14.00