

NITC-1396-455
DOMESTIC WATER AGREEMENT

THIS AGREEMENT made and entered into this 25 day of JUNE, 1985, by and between WILLIAM E. KAFTON and JANICE B. KAFTON, husband and wife, hereinafter called KAFTON, and LOYAL G. GARBODEN and ELIZABETH E. GARBODEN, husband and wife, hereinafter called GARBODEN, and JOHN D. FEEBACK, JR. and PEGGY J. FEEBACK, husband and wife, hereinafter called FEEBACK.

RECITALS

WHEREAS, Kafton is the owner of property on which a well and water lines are located in the following described real property, located in Klamath County, Oregon, to-wit:

A parcel of land in Section 32, Township 39 South, Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at the Northwest corner of the NE 1/4 NW 1/4 of Section 32, Township 39 South, Range 10 East of the Willamette Meridian; thence East 205.0 feet along the North line of the NE 1/4 NW 1/4 to the true point of beginning; thence South parallel to the West line of the NE 1/4 NW 1/4 490.0 feet; thence East parallel to the North line of the NE 1/4 NW 1/4 200.0 feet; thence North parallel to the West Line of the NE 1/4 NW 1/4 490.0 feet to the North line of the NE 1/4 NW 1/4; thence West along the North line of the NE 1/4 NW 1/4 200 feet to the point of beginning.

and,

WHEREAS, Feedback has purchased two (2) parcels of land, situated in Klamath County, Oregon, to-wit:

A parcel of land in Section 32, Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

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Beginning at the Northwest corner of the NE 1/4 NW 1/4 of Section 32, Township 39 South, Range 10 East of the Willamette Meridian; thence East 405 feet along the Northerly section line of the above mentioned section; thence South 1021 feet to the point of beginning; thence South 152.4 feet; thence South 35° East 120.1 feet; thence South 78° East, 119.5 feet; thence South 58° East 210 feet; thence West along the South line of the NE 1/4 NW 1/4 of said Section 32, to the Southwest corner of the NE 1/4 NW 1/4; thence North along the Westerly line of said NE 1/4 NW 1/4, 299 feet; thence Easterly 405 feet to the point of beginning.

A parcel of land in Section 32, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon more particularly described as follows:

Beginning at the Northwest corner of the NE 1/4 NW 1/4 of Section 32, Township 39 South, Range 10 East of the Willamette Meridian; thence South along the West line of the NE 1/4 NW 1/4 490.0 feet to the true point of beginning; thence South along the West line of the NE 1/4 NW 1/4 531.0 feet; thence East parallel to the North line of the NE 1/4 NW 1/4 405.0 feet; thence North parallel to the West line of the NE 1/4 NW 1/4 531.0 feet; thence West parallel to the North line of the NE 1/4 NW 1/4 405.0 feet to the point of beginning.

WHEREAS, Garboden has purchased the following described real property, located in Klamath County, Oregon, to-wit:

A parcel of land in Section 32, Township 39 South, Range 10 East, W.M.; more particularly described as follows:
Beginning at the Northwest corner of the NE 1/4 NW 1/4 of Section 32, Township 39 South, Range 10 East, W.M.; thence East along the North line of the NE 1/4 NW 1/4 405.0 feet to the true point of beginning; thence East along the North line of the NE 1/4 NW 1/4 495.0 feet; thence West parallel to the North line of the NE 1/4 NW 1/4 125.0 feet; thence South parallel to the West line of the NE 1/4 NW 1/4 825.0 feet to the South line of the NE 1/4 NW 1/4; thence West along the South line of the NE 1/4 NW 1/4 265.5 feet; thence N. 58° W. 210.0 feet;

thence N. 78° W. 119.5 feet; thence N. 85° W. 120.1 feet; thence North parallel to the West line of the NE 1/4 NW 1/4 1173.4 feet to the point of beginning, containing 21.1 acres more or less and subject to a 20 foot easement for a water line being 10 feet on either side of the following described center line beginning at the Northwest corner of the NE 1/4 NW 1/4 of Section 32 Township 39 South, Range 10 East, W.M.; thence East along the North line of the NE 1/4 NW 1/4 405 feet; thence South parallel to the West line of the NE 1/4 NW 1/4 330 feet to the true point of beginning; thence East parallel to the North line of the NE 1/4 NW 1/4 805.0 feet.

WHEREAS, the parties hereto desire that Garboden and Feeback be provided domestic water from the water supply of Kafton and to finalize said agreement, and

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

1. Kafton will provide quality water to Garboden and Feeback to the boundary of those parties above described property to be used for domestic purposes only.
2. All three parties shall share equally in all costs related to the providing of said water to the said property lines on an annual basis.
3. Each party shall be responsible for their own expenses within their property line.
4. Kafton covenants that they will continue to provide a source of water for Garboden and Feeback and in the event that either party shall sell their interest in the above-described properties then this obligation shall run with the land. Kafton makes no warranties as to the quality or quantity of the water provided to Garboden and Feeback and Garboden and Feeback agrees to hold Kafton harmless in any claims arising therefrom.

5. It is agreed that no more than one domestic use shall be allowed on each parcel of land for which this water is being provided with the parcel being described as they are on the date of this agreement. In the event of future subdivision, properties not currently being provided with domestic water may not take domestic water from this well.

6. This agreement may be terminated only by the mutual consent of the parties hereto. It is understood and agreed that Kafton does not hold themselves out as a public utility and any State law voiding this agreement or requiring Kafton to be subject to to the State requirements shall void this agreement.

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year first hereinabove written.

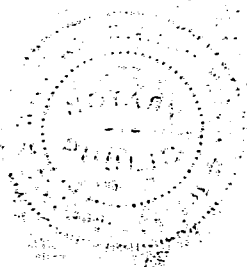
Loyal G. Garboden
LOYAL G. GARBODEN

Elizabeth E. Garboden
ELIZABETH E. GARBODEN

STATE OF OREGON }
County of Klamath } ss.

June 14, 1985.

Personally appeared the above named Loyal G. Garboden and Elizabeth E. Garboden and acknowledged the foregoing instrument to be their voluntary act and deed.



BEFORE ME:

William S. [Signature]
NOTARY PUBLIC FOR OREGON

My Commission Expires: *9-16-81*

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John Douglas Feedback, Jr.
JOHN DOUGLAS FEEDBACK, JR.

Peggy J. Feedback
PEGGY J. FEEDBACK

STATE OF OREGON)
) ss.
County of Klamath)

June 25, 1985.

Personally appeared the above named John Douglas Feedback, Jr. and Peggy J. Feedback and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

William C. Kafton
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10-11-85

William E. Kafton
WILLIAM E. KAFTON

Janice B. Kafton
JANICE B. KAFTON

STATE OF OREGON)
) ss.
County of Klamath)

June 5, 1985.

Personally appeared the above named William E. Kafton and Janice B. Kafton and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

William C. Kafton
NOTARY PUBLIC FOR OREGON
My Commission Expires: 10/11/85

AFTER RECORDING RETURN TO:
OSBORNE + SPENCER
439 Pine St
Klamath Falls, OR 97601

MOUNTAIN TITLE COMPANY, INC. has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 26th day of June A.D., 19 85 at 8:37 o'clock A M, and duly recorded in Vol. M35, of Deeds on page 9719.

Fee: \$ 21.00

EVELYN BIEHN, COUNTY CLERK

by: Lam Smith, Deputy