

DOMESTIC WATER AGREEMENT

This agreement entered into this 12th day of May, 1992 by and between Michael W. Stahl and Patricia L. Stahl, husband and wife, hereinafter called Stahl, and Penny Huck, hereinafter called Huck.

RECITALS

Whereas, Stahl has purchased the property on which well and water lines are located on the following described real property located in Klamath County Oregon:

Tax lot 1200 located in Section 32, Township 39, Range 10 East of the Willamette Meridian.

and

Whereas, Huck is the owner of a parcel of land on the following described real property located in Klamath County Oregon:

Tax lot 2000 located in Section 29, Township 39, Range 10 East of the Willamette Meridian.

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

1. Stahl will provide water to the boundary of the property described above for domestic purposes only.
2. Stahl will install a pumphouse, pump, and pressure tank at the well sight which will pressurize the water supplied to Huck.
3. Each party shall be responsible for their own expenses within their property line.
4. Stahl covenants that they will continue to provide a source of water for Huck and in the event that Huck shall sell her interest in the above described property then this obligation shall run with the land. Stahl makes no warranties as to the quality or quantity of the water provided to Huck and Huck agrees to hold Stahl harmless in any claims arising therefrom.
5. It is agreed that no more than one domestic use shall be allowed by Huck.
6. This agreement may be terminated only by the mutual consent of the parties hereto. It is understood and agreed that Stahl does not hold themselves out as a public utility and any State Law voiding this agreement or requiring Stahl to be subject to the State requirements shall void this agreement.
7. Stahl agrees that water will be provided as outlined above at no cost to Huck, her heirs, or assigns for 10 years from this date. After 10 years Huck or the owner of Huck property described above, will be responsible to split operating maintenance and repair costs on a 50/50 basis with Stahl.

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

Michael W. Stahl
Michael W. Stahl

Patricia L. Stahl
Patricia L. Stahl

X Penny G. Huck
Penny Huck

STATE OF OREGON)
) SS
County of Klamath)

On this 12th day of May, 1992, personally appeared the above named Michael W. Stahl and Patricia L. Stahl, husband and wife, and declared that the foregoing instrument was their voluntary act and deed.



Before Me:
Kristi L. Redd
Notary Public for Oregon
My commission expires: 11/16/95

On this 12th day of May, 1992, personally appeared the above named Penny Huck and declared that the foregoing instrument was her voluntary act and deed.



Before Me:
Kristi L. Redd
Notary Public for Oregon
My commission expires: 11/16/95

Upon recording return to:
Mr. & Mrs. Michael W. Stahl
9536 Hill Rd.
Klamath Falls, OR 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 13th day of May A.D. 19 92 at 8:52 o'clock A M., and duly recorded in Vol. M92 of Deeds on Page 10374.

FEE \$35.00

Evelyn Biehn, County Clerk
By Pauline M. Mendenhall