

THIS AGREEMENT, made and entered into this 18 day of June, 1976, by and between CLINTON GARDNER and AUDREY K. GARDNER husband and wife, and A. L. GARDNER and SHIRLEY M. GARDNER, husband and wife.

R E C I T A L S:

A. CLINTON GARDNER and AUDREY K. GARDNER, were the owners of the following described real property, to-wit:

E $\frac{1}{2}$ of SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, LESS the Westerly 30 feet and the Northerly 23.18 feet for roadway

B. A portion of the real property described as follows:

N $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 12, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, LESS the Westerly 30 feet and the Northerly 23.18 feet for roadway.

was conveyed to A. L. GARDNER and SHIRLEY M. GARDNER.

C. There is a develop well, which is situated on the boundary line that divides the property of Clinton Gardner and Audrey K. Gardner, and Al Gardner and Shirley M. Gardner, which well is approximately 125 feet from the Westerly boundary of said property and is approximately 25' x 25".

D. The parties hereto desire to reach an agreement for the joint use and maintenance of said well.

W I T N E S S E T H:

NOW, THEREFORE, the parties hereto agree as follows:

1. That each party hereto shall have the joint use of said well.
2. That each party shall one half the expenses for maintenance, upkeep, repair and cost of operation of said well.
3. In the event that either party refused to pay his share of the maintenance, upkeep, repair and cost of operation of said well, then the other party may bring suit for said expenses and receive, in addition to said damages, a reasonable sum as attorney's fees.

1. WELL AGREEMENT

4. Neither party shall use the well or pump for any use other than domestic use and neither party shall, in any way, damage said well or pump without being liable for the damage, plus reasonable attorney's fees in the event suit is instituted to collect said damages.

5. This agreement shall continue until resolved by both parties, in writing, and filed with the Klamath County Clerk. This agreement shall run with the land and bind the heirs, assigns and successors in interest to the parties hereto who own the above-mentioned real property, or any portion thereof.

Clinton Gardner
Clinton Gardner
Audrey K. Gardner
Audrey K. Gardner
A. L. Gardner
A. L. Gardner
Shirley M. Gardner
Shirley M. Gardner

STATE OF OREGON)
County of Klamath) ss. June 18, 1976.

Personally appeared the above-named CLINTON GARDNER and AUDREY K. GARDNER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Merle R. Swanson
Notary Public for Oregon
My Commission expires: 9-16-77

STATE OF ARIZONA)
County of Yavapai) ss. June 25, 1976.

Personally appeared the above-named A. L. GARDNER and SHIRLEY M. GARDNER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Rel. Wm P. Dandeloni
411. Birch
K.S.

W. Lee F. Smith
Notary Public for Arizona
My Commission expires: 12-18-76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 1st day of July A.D., 1976 at 9:21 o'clock AM., and duly recorded in Vol M 76 of DEEDS on Page 9964.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Hazel Drazin Deputy