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WELL AND ROAD AGREEMENT AND EASEMENTS

THIS AGREEMENT, Made and Entered into this 23rd day of July, 1980, by and between JOHN P. SIMPSON and MAUDIE I. SIMPSON, Husband and Wife, hereinafter called FIRST PARTY, and GEORGE R. STEVENS and DONNA M. STEVENS, Husband and Wife, hereinafter called SECOND PARTY.

R E C I T A L S:

A. FIRST PARTY is the owner of the following described real property, to-wit:

The Westerly 277 feet of Lot 5, Block 6, as shown on the map entitled "First Addition to Keno Whispering Pines" filed in the office of the County Clerk of Klamath County, Oregon.

B. SECOND PARTY is the owner of the following described real property, to-wit:

Lot 5 in Block 6 as shown on the map entitled "First Addition to Keno Whispering Pines," filed in the office of the County Clerk, Klamath County, Oregon.

EXCEPTING THEREFROM the West 277 feet thereof as described in the deed from George R. Stevens, et. ux., recorded April 18, 1977 in Volume M-77 Page 6453, and re-recorded April 28, 1977 in Volume M-77, Page 7239, all Klamath County Micro-film records.

C. There is a developed well which is situated on the property that belongs to the SECOND PARTY, which well is approximately 141 feet from the westerly boundary line and approximately 75 feet from the southerly boundary line, together with a tank which is auxillary to the well.

D. There is a developed driveway existing on the property of the FIRST PARTY, which is located in the southeast corner and which serves as access to the property of SECOND PARTY.

E. The parties hereby desire to reach an agreement for the joint use, repair and maintenance of the said well and driveway, and to grant easements to one another to protect the rights of the parties so far as is necessary for the orderly and effective use

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of the well and driveway by the parties for the benefit of their respective properties.

Witnesseth:

NOW, THEREFORE, the parties hereto agree as follows:

1. That each party hereto shall have the joint use of the said well and also the right to use so much of the driveway as is necessary to provided access to their respective properties.
2. That each party shall pay one-half of the expenses of maintenance, upkeep and cost of operation of the said well and so much of the existing driveway as is jointly used by the parties for access to their respective properties.
3. In the event that either party refuses to pay his share of the maintenance, upkeep and cost of operation of the said well and so much of the existing driveway as is jointly used by the parties for access to their respective properties, then the other party may bring suit for said expenses and receive, in addition to said damages, a reasonable sum as attorney's fees.
4. Neither party shall use the well or pump for any use other than domestic use and neither 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. SECOND PARTY hereby grants to FIRST PARTY a 16-foot appurtenant easement on the following described real property, to-wit:

Beginning at the southwest corner of Lot 5, Block 6, First Addition to Keno Whispering Pines, a duly recorded subdivision; thence N89°58'54" E (West by plat), along the south line of said Lot 5, 277.0 feet; thence N57°57' E 155.8 feet to the existing well marking the TRUE POINT OF BEGINNING; thence N10°46' E 42.4 feet; thence N82°37' W 141.3 feet to a point from which the southwest corner of said Lot 5 bears S00°03'07" E 142.5 feet and S89°58'54" W 277.0 feet, with bearings based on the east line of said Lot 5 as being plat record of North-South.

It is hereby understood between the parties that the

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easement hereby granted is for the sole purpose of allowing the FIRST PARTY to receive water from the well over the described portion of the SECOND PARTY'S premises and to have the right as necessity shall require to go upon that easement for the purpose of repairing the water line leading from the well, pump and tank to the residence of the FIRST PARTY for the purpose of repairing any portions of the water system should that become necessary.

6. FIRST PARTY grants to SECOND PARTY a 30-foot appurtenant driveway easement for the purpose of ingress to and egress from SECOND PARTY's property, which easements is more particularly described as follows, to-wit:

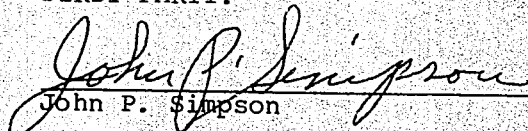
Beginning at a point N89°58'54" E (West by plat) 237.0 feet from the southwest corner of Lot 5, Block 6, First Addition to Keno Whispering Pines, a duly recorded subdivision, said point being on the south line of said Lot 5; thence Northeasterly, along the centerline of an existing driveway, to a point that is N89°58'54" E 277.0 feet and N00°03'07" W 85.0 feet from the southwest corner of said Lot 5, with bearings based on the east line of said Lot 5 as being plat record of North-South.

7. This Well and Road Agreement and Easements shall continue in perpetuity and shall be filed with the Klamath County Clerk; and this agreement shall run with and benefit the above described properties and bind the parties, their heirs, successors, and assigns to the parties hereto who own the above mentioned real property, or any portion thereof.

IN WITNESS WHEREOF, the parties have set their hands the day and year first hereinabove written.

FIRST PARTY:

SECOND PARTY:


John P. Simpson


George R. Stevens


Maudie I. Simpson


Donna M. Stevens

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STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me on this 23rd day of July, 1980, the above named JOHN P. SIMPSON and MAUDIE I. SIMPSON, Husband and Wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Lucille Estlin
Notary Public for Oregon
My Commission Expires: 7/24/80

STATE OF OREGON)
County of Klamath) ss.

Personally appeared before me on this 23rd day of July, 1980, the above named GEORGE R. STEVENS and DONNA M. STEVENS, Husband and Wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Lucille Estlin
Notary Public for Oregon
My Commission Expires: 7/24/80

AFTER RECORDING RETURN TO: *Frontier Title*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Frontier Title Co.

this 30th day of July A. D. 1980 at 10:56 o'clock A. M., and

fully recorded in Vol. M80, of deeds on Page 14132

Wm D. MILNE, County Clerk

Bernetha H. Hetch

Fee \$14.00