

**WATER WAY EASEMENT
AND
WELL AGREEMENT**

THIS AGREEMENT is made this 12 day of July, 1988, and is by and between WILLIAM DOUGLAS MCCABE and LINDA JO MCCABE, hereinafter called "McCabe", and MARTIN S. RITCHEY and MARILYN RITCHEY, hereinafter called "Ritchey";

R E C I T A L S

A. William Douglas McCabe and Linda Jo McCabe are the present owners of the following described real property located at 819 Pacific Terrace, Klamath Falls, Oregon, hereinafter referred to as the "McCabe property": Lot 5, Block 48, Hot Springs Addition, Klamath County, Oregon.

B. Martin S. Ritchey and Marilyn Ritchey are the present owners of the following described real property located at 825 Pacific Terrace, Klamath Falls, Oregon, hereinafter referred to as the "Ritchey property": Lot 4, Block 48, Hot Springs Addition, Klamath County, Oregon.

C. McCabe and Ritchey desire to enter into an agreement to allow for the use and maintenance of the well pumps, pipes, and casings, as well as to enter into an agreement granting an easement to McCabe over and across the Ritchey property to allow McCabe access to the water from said well and to perform maintenance upon the pumps, pipes, and casings thereof.

D. Each party has contributed one-half of the cost of installation and maintenance of said well pumps, pipes, and casings.

A G R E E M E N T

The parties agree as follows:

1. That each party will have an undivided one-half interest in the water, pump, piping, and casing, of that certain well located on the Ritchey property and generally described as follows:

Beginning at the rear entrance of the residence located upon the Ritchey property and running thence in a northerly direction a distance of 5 feet; approximately 25 feet east of McCabe's western most property line.

Said well is hereinafter referred to as "the well".

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ZIMSKY & BELCHER
ATTORNEYS AT LAW
SUITE 207 MAIN STREET
KLAMATH FALLS, OREGON 97601
(503) 883-7781

2. Ritchey grants to McCabe an easement to appropriate water from the well hereinabove described.

3. Ritchey grants to McCabe the right of ingress and egress to use and maintain the well, pump, pipings, and casings as they are now situated.

4. Each party shall have the joint duty to maintain that well referred to hereinabove as "the well" for so long as they or their successors in interest, shall desire to continue to utilize waters from said well. Each of the parties, and/or their successors in interest, shall pay one-half of all costs to maintain in the present condition the well, pumps, pipings, and casings. Any major expense being incurred shall be agreed on by the parties before such expense is incurred and before work is commenced.

5. In the event that any part of this agreement fails to pay his or her proportionate share of costs upon demand, the other party may terminate the defaulting party's right to use the water during the period of default, and may file a line upon the real property of the defaulting party by filing a "Notice of Lien" under this agreement with the County Clerk of Klamath County, Oregon. Any non-defaulting party may foreclose the lien as provided by ORS Chapter 88 and shall be entitled to attorney fees in such foreclosure.

6. Ritchey further grants an easement over and across the Ritchey property which said easement or easements shall run from the well as hereinabove described in a generally easterly direction to a point on the easterly property line of the Ritchey property which is 25 feet from the location of the well.

7. The rights created by this agreement shall run with the land and in the event any party sells the land subject to the above mentioned well, water rights, or easements, the purchaser shall be bound by this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.

WILLIAM DOUGLAS MCCABE

MARTIN S. RITCHEY

LINDA JO MCCABE

MARILYN RITCHEY

1 STATE OF OREGON)
2 County of Klamath) ss.

3 Personally appeared before me this 12 day of July, 1988, the
4 above named William Douglas McCabe and acknowledged the foregoing
instrument to be his voluntary act and deed.

[Signature]
Notary Public for Oregon

My Commission expires: 4-29-90

6
7 STATE OF OREGON)
8 County of Klamath) ss.

9 Personally appeared before me this 12 day of July, 1988, the
10 above named Linda Jo McCabe and acknowledged the foregoing instrument
to be her voluntary act and deed.

[Signature]
Notary Public for Oregon

My Commission expires: 4-29-90

13 STATE OF OREGON)
14 County of Klamath) ss.

15 Personally appeared before me this 12 day of July, 1988, the
16 above named Martin S. Ritchey and acknowledged the foregoing
instrument to be his voluntary act and deed.

[Signature]
Notary Public for Oregon

My Commission expires: 4-29-90

19 STATE OF OREGON)
20 County of Klamath) ss.

21 Personally appeared before me this 12 day of July, 1988, the
22 above named Marilyn Ritchey and acknowledged the foregoing instrument
to be her voluntary act and deed.

[Signature]
Notary Public for Oregon

My Commission expires: 4-29-90

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Zamsky & Belcher the 20th day
of Sept. A.D., 19 88 at 12:03 o'clock P.M., and duly recorded in Vol. M88,
of Deeds on Page 15543.

Evelyn Biehn County Clerk

By Pauline Nielsen

FEE \$18.00

Ref.
ZAMSKY & BELCHER
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