

AGREEMENT

THIS AGREEMENT is made by and between B.J. CHREM-CAMERON, hereinafter referred to as "Chrem-Cameron" and JAMES B. KINTZ and IRENE E. KINTZ, husband and wife, hereinafter referred to as "Kintz".

WHEREAS, DAVID PAUL HARRIS and LOUISE HARRIS, husband and wife, hereinafter referred to as "Harris", are the fee simple owners of the following parcels of real estate in Klamath County, Oregon:

PARCEL A:

All the real property situated in the County of Klamath, State of Oregon, being a portion of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

The E 1/2 of the E 1/2 and the E 1/2 of the W 1/2 of the E 1/2, being a portion of Government Lot 16, in said Section 14, Township 36 South, Range 10 East of the Willamette Meridian,

EXCEPTING THEREFROM any portion thereof lying within State or County Roads.
ALSO EXCEPTING THEREFROM those portions of Lot 16 conveyed to Klamath County by instrument recorded in Volume 85, page 618, Deed Records of Klamath County, Oregon.

PARCEL B:

The East half of Government Lot 17, in Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

WHEREAS, Harris is selling by contract of sale that property described above as Parcel A to Kintz and is selling Parcel B to Chrem-Cameron;

WHEREAS, the parties wish to clarify well agreements referred to in documents recorded in deed records of Klamath County, Oregon at M83 page 365 thru 367 and M83 page 368,

The following is declared and agreed to be restrictions and benefits on the title to both parcels and to run with the land:

The location of a domestic well is on Parcel A; a mutual easement is created and granted for the use of said well, well casing, pump and pump plumbing is for the mutual benefit of both Parcel A and Parcel B. Expenses of pumping, well, pump plumbing and well casing maintenance is to be shared equally between owners of the two parcels and easement shall be in favor of Parcel B for maintenance of the existing well, pump, electricity and water delivery lines. Parcel A is burdened with easements for such maintenance on the existing well, pump, electricity and water delivery line.

Owners of each parcel shall be responsible for water delivery lines to such parcel.

It is agreed that restrictions on such well shall be for domestic use and shall not include irrigation.

The owner of Parcel A shall be reimbursed monthly for one-half the pumping costs to be determined by measurement of actual usage metered at the pump motor. In the event such meter is not installed, then the parties shall agree on an estimated amount of electricity used; if agreement is not reached, such amount shall be determined by arbitration as below described.

In the event either party fails to reimburse the other for pumping, maintenance of well and pump, then water delivery may be interrupted.

Should the pump house electricity not be metered, the initial monthly charge is agreed to be \$12.00 per party. An additional initial charge of \$2.30 per party will be assessed for real property taxes. Fluctuations in the cost of electricity and amount of real property taxes may cause alteration to the amounts paid, if upon agreement of the parties or upon substantial increases or decreases in the cost of electricity or assessment of real property taxes. Those claims can be adjusted by arbitration as set forth below. Real property taxes shall be based on a pro-rata amount, as the value of the well relates to the assessed value of the real property. As of the date of this agreement, the value of the well for purposes herein is set at \$3,700.00.

In the event that a domestic well is put into operation on Parcel B, then the rights and duties herein shall cease and this agreement shall be of no further force and effect.

In the event of dispute, water delivery shall continue pending resolution of such dispute by arbitration as described in the following paragraph.

In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit to arbitration where each party appoints one arbitrator and those two arbitrators choose a third. The three arbitrators shall decide the resolution of said dispute, and the parties shall be bound thereby. The costs of arbitration shall be borne equally by the parties.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, personal representatives, successors in interest and assigns as well.

If suit or action is instituted to enforce any of the provisions of this Contract, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

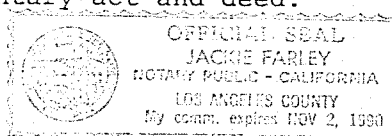
Withdrawal of the rights and obligations of the respective premises or the inclusion of additional premises shall be effective only upon written consent of all parties to this agreement and upon such terms that are mutually agreeable.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 6 day of Dec., 1988.

B.J. Chrem-Cameron
James B. Farley
James E. Farley

STATE OF CALIFORNIA)
) ss.
 County of Los Angeles)

Personally appeared before me the above-named B.J. CHREM-CAMERON and acknowledged the above instrument to be her voluntary act and deed.



Jackie Bonvini
 Notary Public for California
 My Commission expires: Nov 2 1990

STATE OF OREGON)
) ss.
 County of Klamath)

Personally appeared before me the above-named JAMES B. KINTZ and IRENE E. KINTZ, husband and wife, and acknowledge the above instrument to be their voluntary act and deed.

Lu Nelson
 Notary Public for Oregon

My Commission expires: 2-3-91

After recording, please return to: Brandsness, Brandsness & Davis
 411 Pine Street
 Klamath Falls, Oregon 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Brandness, Brandsness the 7th day
 of Feb. A.D., 19 89 at 4:06 o'clock P.M., and duly recorded in Vol. M89
 of Deeds on Page 2423
 Evelyn Biehn County Clerk
 By *D. Nelson*

FEE \$23.00