

AGREEMENT

THIS AGREEMENT is made by and between JOE THOMAS and MARCEA THOMAS, husband and wife, hereinafter called "THOMAS" and PAUL T. DINGMAN and DEBORAH DINGMAN, husband and wife, hereinafter referred to as "DINGMAN."

WHEREAS, THOMAS is the fee simple owner of the of real estate in Klamath County, Oregon, described as: Lot 2 Block 40, HOT SPRINGS ADDITION, Klamath County, Oregon; and DINGMAN is the fee simple owner of the real estate in Klamath County, Oregon described as: The Northeasterly half of Lot 2, Block 40, HOT SPRINGS ADDITION to the City of Klamath Falls, in the County of Klamath, State of Oregon.

WHEREAS, The parties wish to enter into a well agreement which will benefit both parcels; and

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

The parties agree to construct and locate a domestic hot water well on the parcel owned by DINGMAN; a mutual easement is created and granted for the use of said well, well casing, pump, and pump plumbing for the mutual benefit of both parcels. Expenses of drilling and construction of the well, pump, if any, plumbing and well casing and future common maintenance shall be shared equally, 1/2 by each of the parties hereto.

Each party shall be responsible for construction and maintenance of water delivery lines to each party's respective parcels.

It is agreed that restrictions on such well shall be for domestic heating use only.

In the event of dispute herein or in the event that any of the parties determine that the above maintenance and pumping charges are inequitable, 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.

Recognizing that disputes should be resolved by arbitration, 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 5 day of September, 1989.

Joe D Thomas
x Marcea E Thomas
x Paul T. Dingman
x Deborah Dingman

STATE OF OREGON]
] ss.
 County of Klamath]

On this 5 day of September, 1989, personally appeared before me the above-named JOE THOMAS and MARCEA THOMAS, husband and wife, and acknowledged the above to be their voluntary act and deed.

Richard Fairclough
 Notary Public for Oregon
 My Commission expires: 3/15/92

STATE OF OREGON]
] ss.
 County of Klamath]

On this 7 day of September, 1989, personally appeared before me the above-named PAUL T. DINGMAN AND DEBORAH DINGMAN, husband and wife, and acknowledged the above to be their voluntary act and deed.

Richard Fairclough
 Notary Public for Oregon
 My Commission expires: 3/15/92

WELL AGREEMENT
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Q-6:
 PROCTOR & FAIRCLO
 ATTORNEYS AT LAW
 280 MAIN STREET
 KLAMATH FALLS, OREGON 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Proctor & Fairclough the 7th day
 of Sept. A.D., 19 89 at 2:42 o'clock PM., and duly recorded in Vol. M89
 of Deeds on Page 16847.

FEE \$13.00

Evelyn Biehn County Clerk

By Deborah Dingman