

THIS AGREEMENT made by and between WILLIAM E. RHODES and MARY E. RHODES, husband and wife, hereinafter called "RHODES", and BOBBY J. RILEY and CAROL E. RILEY, husband and wife, hereinafter called "RILEY".

R E C I T A L S

A. WHEREAS, "RHODES" was previously the owner of two certain parcels of real property which are referred to hereinafter, which said parcels of real property previously utilized waters from a well, located on one specific parcel of property; and

B. WHEREAS, as a result of a sale by "RHODES" to "RILEY", one of the two said parcels of property has passed into the ownership of "RILEY";

C. WHEREAS, "RHODES" and "RILEY" desire to enter into an agreement to allow for the use and maintenance of the well, pump, pipes, and casings, as well as to enter into an agreement to allow for the maintenance and use thereof; and

D. WHEREAS, as a result of the sale from "RHODES" to "RILEY", "RILEY" has become the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

A tract of land situated in Government Lot 3, being the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 37 South, Range 11 EWM in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point marking the Southeast corner of said Government Lot 3, said point being South 00°05'06" East, 1320.99 feet and South 89°57'09" East, 1282.21 feet from the brass cap monument marking the W $\frac{1}{4}$ corner of said Section 31; thence North 89°57'09" West, 560.29 feet; thence North 00°31'12" West, 362.00 feet; thence South 89°57'09" East 560.29 feet to the East line of said Government Lot 3; thence South 00°31'12" East, 362.00 feet to the point of beginning.
hereinafter referred to as "RILEY PROPERTY"; and

WHEREAS, contemporaneous with sale of the aforesaid property, "RHODES" has retained ownership of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

A tract of land situated in Government Lot 3, being the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 31, Township 37 South, Range 11 EWM, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point marking the Southeast corner of said Government Lot 3, said point being South 00°05'06" East, 1320.99 feet and South 89°57'09" East, 1282.21 feet from the brass cap monument marking the West quarter corner of said Section 31, thence North 00°31'11" West 362 to the true point of beginning; thence North 89°57'09" West, 560.29 feet; thence North 00°31'12" West, 362.00 feet; thence South 89°57'09" East 560.29 feet to the East line of said Government Lot 3; thence South 00°31'12" East 362.00 feet to the point of beginning.
hereinafter referred to as "RHODES PROPERTY".

W I T N E S S E T H:

13108

The parties agree as follows:

1. That "RHODES" and "RILEY" shall each have an undivided one-half interest in the water, pump, piping, and casing of that certain well located on "RHODES PROPERTY" and generally described as being located in the southeast corner of such "RHODES" property, which said well shall be hereinafter referred to as "JOINT WELL."
2. Each party grants to the other an easement to appropriate water from "JOINT WELL" hereinabove described.
3. Each party grants to the other the right of ingress and egress to use and maintain the well, pump, pipings, and casings as they are now situated.
4. For so long as "RHODES" (or his successors in interest) shall not be drawing water from the well for use on "RHODES PROPERTY", "RILEY" shall have the exclusive duty to maintain the well, pump, casings, and pipes referred to hereinabove as "JOINT WELL". Such duty shall continue for so long as "RILEY" or his successors in interest, shall desire to continue to utilize waters from the said well.
5. In the event that "RHODES" (or his successors in interest) shall begin to utilize waters from "JOINT WELL", then and upon the happening of such event, 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, pump, pipes and casings, for "JOINT WELL." The parties further agree that before any major expense is incurred, the parties shall jointly agree to the nature and amount of such expenditure, before work is commenced, and before any such expense is incurred.
6. Each of the parties hereto agree that they shall share the water produced by the said well, and that each of the parties shall be limited to one domestic water well hookup per parcel above described, unless this agreement shall be modified by the mutual agreement of the parties.
7. In the event that any party 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 lien 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.
8. "RHODES" further grants an easement 10 feet in width over and across "RHODES PROPERTY" which said easement or easements shall run from "JOINT WELL" as hereinabove described in a generally southerly direction to a point on the southerly property line of "RHODES PROPERTY".
9. The easement hereinabove granted shall allow "RILEY", and his successors in interest, the right to go upon said property for the purpose of repair, maintenance, and installation of replacement or new piping, if such replacement or repair should become necessary, in order to allow the continued enjoyment of the water from the well. In the event that such repair or replacement of new piping is necessary, "RILEY" agrees to restore the surface of "RHODES" property as near as possible to the same condition as it was in before such installation was commenced.
10. There shall not be constructed or maintained within one hundred feet (100') radius of the said well, so long as the same is operated to furnish water for domestic consumption, any of the following: cesspools, sewers, privies, septic tanks, drain fields,

manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides.

11. The rights created by this Agreement shall run with the land and in the event any party sells the land subject to the within Water Way Easement and Well Agreement, the purchaser shall be bound by this agreement.

12. This agreement shall bind and ^{ensure} inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors, and assigns. In construing this instrument, and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year set forth hereinbelow.

Date: 6/29/90

William E. Rhodes
WILLIAM E. RHODES

Date: 6/29/90

Mary E. Rhodes
MARY E. RHODES

Date: 7-2-90

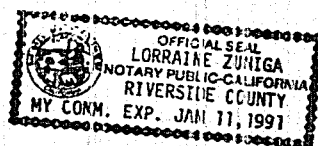
Bobby J. Riley
BOBBY J. RILEY

Date: 7-2-90

Carol E. Riley
CAROL E. RILEY

California.
STATE OF Riverside) ss.
County of Riverside)

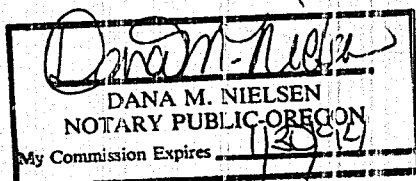
PERSONALLY appeared before me on June 29, 1990, the above-named WILLIAM E. RHODES and MARY E. RHODES, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Lorraine Zuniga
NOTARY PUBLIC FOR
My Commission Expires: 1/11/91

STATE OF OREGON)
County of Klamth) ss.

PERSONALLY appeared before me on July 2, 1990, the above-named BOBBY J. RILEY and CAROL E. RILEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

13110

GRANTORS NAME AND ADDRESS:

Donald
18442 Van Buren
Riverside, CA 92504

GRANTEES NAME AND ADDRESS:

Riley
Pt 1 Box 620
Corvallis, OR 97331

AFTER RECORDING, RETURN TO:

William & Mary Parks
18442 Van Buren
Riverside, CA 92504

Until a Change is Requested,
 Tax Statements Should be Sent
 To: SAME

STATE OF OREGON)

County of Klamath)

ss.

I certify that the within in-
 strument was received for
 record on the 3rd day of
July, 1990, at
10:24 o'clock A.M., and
 recorded in Book M90 on
 Page 13107 or as File Reel
 Number 17059, Record of
 Deeds of said County.

WITNESS my hand and seal of
 County affixed.

Evelyn Biehn, County Clerk

Recording Officer

By: Quinn Mullender
 Deputy

Fee \$23.00