

AFTER RECORDING RETURN TO:
Mr. & Mrs. John W. James
925 Southside Rd.
Grants Pass, Oregon 97527

Vol 149 Page

K-42804

AGREEMENT FOR JOINT USE OF WELL

1. PARTIES: The parties to this agreement are Rebecca I. Short, hereinafter called Short, and Gayle James and John W. James, hereinafter called James.
2. RECITALS: Parties own adjoining parcels of land in Klamath County, Oregon. Short parcel is described on Exhibit "A". James Parcel is described on Exhibit "B". The exhibits are attached and incorporated by reference. An existing well is located on Short's property, described as Exhibit "A". The well now services the property owned by Short. The well has a submersible pump and a pressure tank located in a buried enclosure. It is the intention of this agreement to provide for joint use of the existing well by the parties herein and their successors in title.
3. JOINT USE OF WELL: Short and James shall be entitled to joint use and management of the well so that each parcel shall be served by the well with an equal amount of water. The use contemplated is that for a single family residence on each parcel.
4. MAINTENANCE: Short and James agree to share equally the cost of maintaining and operating the well. A separate electrical meter for the well shall be installed when James connects to the well. A shut off valve to each property shall be installed. Water lines shall be buried sufficiently deep to prevent freezing. James shall be responsible for all costs involved in connecting to the well, including the meter installation costs. If repair or maintenance of the existing pump, plumbing or electrical systems is required, such repairs and work shall be performed as soon as possible by a competent and registered repairman mutually acceptable by the parties.
5. EXPENSES: In the event either party fails to pay their share of the expense of repair and maintenance to the well system, the other party may directly pay such charges. The nonpaying party shall thereupon become obligated to immediately repay one-half of such expense, together with interest thereon at the rate of ten per cent per annum until paid. Grantor shall be responsible for paying the monthly electricity charge for the operation of the pumping system. However, upon presentation by Grantor to the Grantees of the statement, Grantees shall pay to Grantors one-half of the amount of the statement within 30 days.

22 JAN 15 1991

6. **BURDENS AND BENEFITS:** The provisions of this agreement are binding on the heirs, assigns and successors in interest of the parties and shall be perpetual, shall be considered as covenants running with the land or appurtenant thereto and the burdens and benefits of this agreement shall run with the respective lands of the parties.

7. **EASEMENTS:** Short hereby grants to James a pipeline easement across Short's property described in Exhibit "A" for the installation and maintenance of a water line.

8. **ATTORNEY FEES:** In the event that any obligation contained herein is turned over to an attorney for collection, or in the event any suit or action is brought to enforce the rights of any of the parties to this agreement, it is agreed that the prevailing party shall be entitled to compensation for reasonable attorney fees and for all costs incurred, from and against the other party.

Dated is 1-4-91 day of January 1991.

Gail R. Olson
GAIL R. OLSON
NOTARY PUBLIC - OREGON
My Commission Expires 8-31-93

Rebecca I. Short
Rebecca I. Short
Gayle James
Gayle James
John W. James
John W. James

STATE OF OREGON) ss
County of Josephine)
Jan 3, 1991

Personally appeared the above named Rebecca I. Short known to me to be the identical individual described in and who executed the foregoing instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year.

Gail R. Olson
Notary Public for Oregon
My Commission Expires 8-31-93

STATE OF OREGON) ss
 County of Josephine)
 January 4, 1991

Personally appeared the above named Gayle James and John W. James known to me to be the identical individual described in and who executed the foregoing instrument and acknowledged to be that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this day and year.

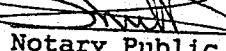

 T. Miller
 Notary Public for Oregon
 My Commission expires 1-29-93

EXHIBIT "A"

Parcel #17 PINE CONE ADDITION, described as:

Starting from the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, T. 36 S., R. 6 E.W.M.; thence S. 89°50' E., a distance of 60.05 feet; thence South 2°36'12" W. a distance of 610.46 feet to an iron pin, the point of beginning; thence S. 2°36'12" W., a distance of 217.54 feet to an iron pin; thence Northeasterly on the Northwesterly side of the County Road, along a curve right having a radius of 507.47 feet, a distance of 118.76 feet to an iron pin; thence N. 30°08'37" W., a distance of 169.14 feet more or less to the point of beginning.

Parcel #18 PINE CONE ADDITION, described as:

Starting from the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, T. 36 S., R. 6 E.W.M.; thence S. 89°50' E., a distance of 60.05 feet; thence South 2°36'12" W. a distance of 610.46 feet to an iron pin, the point of beginning; thence S. 30°08'37" E., a distance of 169.14 feet to an iron pin; thence Northeasterly on the Northerly side of the county road, along a curve right having a radius of 507.47 feet, a distance of 69.62 feet to an iron pin; thence N. 22°17'02" W., a distance of 124.87 feet to an iron pin; thence West, a distance of 100 feet more or less to the point of beginning.

EXHIBIT "B"

Parcel #14 PINE CONE ADDITION, described as:

Starting from the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, T. 36 S., R. 6 E.W.M.; thence S. 89°50' E., a distance of 60.05 feet; thence South 2°36'12" W. a distance of 485.33 feet; thence East a distance of 151.99 feet to an iron pin, the point of beginning; thence South, a distance of 125 feet to an iron pin; thence East, a distance of 75 feet to an iron pin; thence North, a distance of 125 feet to an iron pin; thence West, a distance of 75 feet more or less to the point of beginning.

Parcel #15 PINE CONE ADDITION, described as:

Starting from the Northwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, T. 36 S., R. 6 E.W.M.; thence S. 89°50' E., a distance of 60.05 feet; thence South 2°36'12" W. a distance of 485.33 feet; thence East a distance of 76.99 feet to an iron pin, the point of beginning; thence South, a distance of 125 feet to an iron pin; thence East, a distance of 75 feet to an iron pin; thence North, a distance of 125 feet to an iron pin; thence West, a distance of 75 feet more or less to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co. the 15th day
 of Jan. A.D., 19 91 at 9:22 o'clock A M., and duly recorded in Vol. M91
 of Deeds on Page 942

FEE \$38.00

Evelyn Biehn County Clerk

By Pauline Muehndorfer