

AGREEMENT FOR JOINT USE OF WELL

1. PARTIES: The parties to this agreement are Harvey Dunlap, Jr. and Peggy Dunlap, herein called DUNLAP, and Lawrence B. Miller, herein called MILLER.

2. RECITALS: DUNLAP and MILLER are the owners of parcels of land in Klamath County, Oregon, the DUNLAP's land being described as follows:

Lot 181 - Sportsman Park Third Addition (3606-3BD 7000) in Klamath County, Oregon.

and MILLER's land being described as follows:

Lot 160 - Sportsman Park Third Addition (3606-3BD 5100) in Klamath County, Oregon.

The above described parcels are located directly across Johnson Drive from one another.

There is an existing well on the DUNLAP property in the approximate location shown on the map attached as Exhibit "A". It is the intention of the parties by this agreement to provide for the joint use of the well for themselves and their successors in title.

3. INSTALLATION OF PUMPS AND LINES: MILLER shall install at his sole cost and expense, in the existing well, one separate water system consisting of a submersible pump, water lines, an electrical box and electrical lines, to service the MILLER property. MILLER agrees to expose the existing well head, to build a housing around the pump with a metal or cement cover, and to restore the ground and the existing road on the DUNLAP property to substantially the same condition as existed prior to the installation of said water system. MILLER further agrees to pay for any cleaning or deepening of the well required to install his water system.

4. GRANT OF EASEMENT; MAINTENANCE: In consideration of \$1,500.00, receipt of which is hereby acknowledged, and the agreements herein contained, DUNLAP hereby grants to MILLER an easement to install and maintain the pump, lines and system as located on the ground and to enter on the DUNLAP land to repair same and to take water from the well. The easement herein granted to MILLER shall be three (3) feet in width running diagonally in a ~~Northwesterly~~ *Northwesterly direction approx 12 feet then in a* Northwesterly direction from the well approximately 45 feet, then in a Westerly direction, approximately 14 feet to Johnson Drive. The approximate location of the well and the easement are shown on the map attached hereto as Exhibit "A" and incorporated herein by reference. In addition to the easement, DUNLAP hereby grants to MILLER a right-of-way sufficient for the operation of equipment in and around the easement for the purposes of construction, repair and maintenance of the water system. Each party shall bear the the cost of maintenance of their separate water system.

5. USE OF THE WELL: MILLER shall be entitled to unrestricted use of water from the well for domestic water purposes upon MILLER's above-described property.

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. ATTORNEY FEES AND EXPENSES: If litigation arises from this agreement, the prevailing party shall be entitled to reasonable attorney's fees to be fixed by the Court including reasonable attorney's fees on any appeal. In addition, the judgment shall include all reasonable expenses of litigation including investigation, deposition, and other like expenses.

8. LEGAL REPRESENTATION OF THE PARTIES: This agreement was prepared for MILLER by the law firm of Schultz, Salisbury, Cauble & Versteeg, and the firm represents MILLER only. If DUNLAPS desire legal assistance, they are advised to contact an attorney of their own choice.

9. INTEGRATION: This contract contains and set forth the entire agreement of the parties and any and all matters, statements or representations not herein set forth and contained are to be deemed immaterial and not a part of the transaction.

DATED: Oct 11, 1991. ABM/PAS

Harvey Dunlap Jr.  
By Peggy Ann Dunlap P&A  
 Harvey Dunlap, Jr.

Peggy Dunlap  
 Peggy Dunlap

Lawrence B. Miller  
 Lawrence B. Miller

STATE OF OREGON, County of KLAMATH ss.

On OCT 11, 1991, before me, PAUL BRECKNER, a Notary Public in and for said State, personally appeared Harvey Dunlap, Jr. and Peggy Dunlap, personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

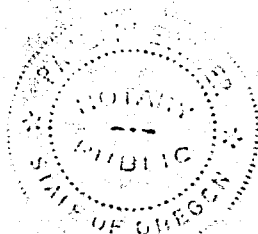
WITNESS my hand and official seal.



Paul Breckner  
 Notary Public for Oregon  
 My Commission Expires: 8-27-92

STATE OF OREGON, County of KLAMATH Josephine ss. OCT 11, 1991

BEFORE ME PERSONALLY appeared the above-named Lawrence B. Miller and acknowledged the foregoing instrument to be his voluntary act and deed.



Paul Breckner  
 Notary Public for Oregon  
 My Commission Expires: 8-27-92

4900

164

887°12E

5000

161

5100

160

5200

157

5300

156

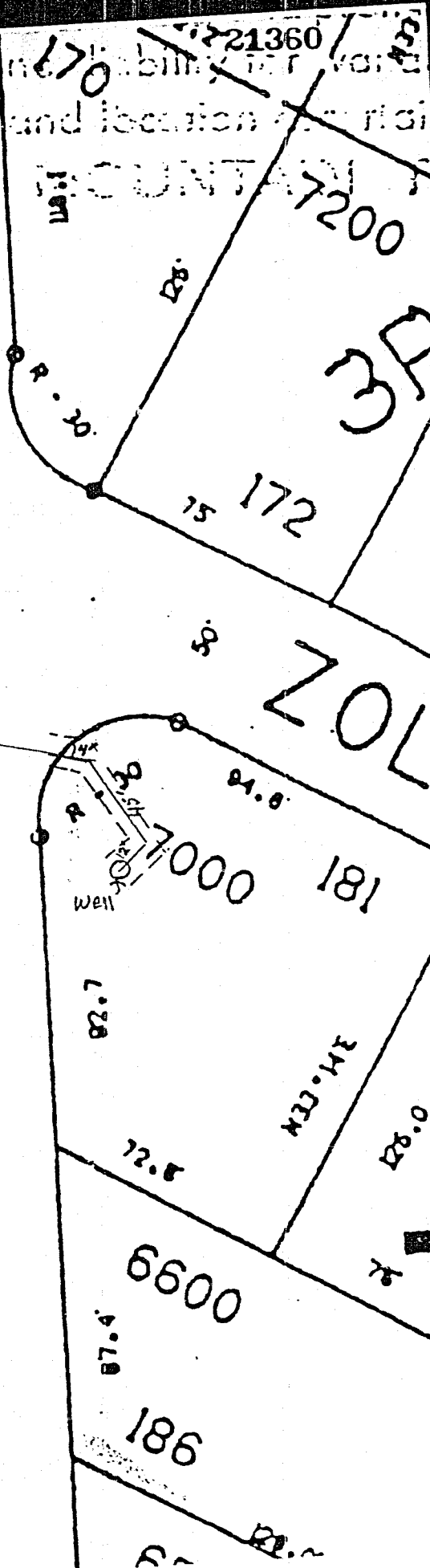
5400

Return: Lawrence B. Miller  
2783 Camp Joy Rd.  
Grants Pass, Or. 97526

153

DR

W2°22E



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Lawrence B. Miller the 11th day  
of Oct. A.D., 19 91 at 11:48 o'clock A.M. and duly recorded in Vol. M91  
of Deeds on Page 21357

Evelyn Biehn County Clerk  
By Caroline Miller

FEE \$43.00