

AGREEMENT

THIS AGREEMENT is made by and between Wilfred E. and Donna J. Brazil, husband and wife, hereinafter called "Brazil" and Randy R. Scott and Susan J. Scott, husband and wife, hereinafter referred to as "Scott."

WHEREAS, Brazil is purchasing from Scott real property which will include the North 1/2 of the N.E. 1/4 of section 22, T 39 S., R 8 E., W.M., Klamath County Oregon, hereinafter referred to as "Parcel A."

WHEREAS, Scott owns and may be selling adjacent real property which includes the South 1/2 of the N.E. 1/4 of section 22, T. 39 S., R 8 E., W.M., Klamath County, Oregon, hereinafter referred to as "Parcel B." A well is located on Parcel B.

WHEREAS, The parties wish to clarify well agreements between the parties and to memorialize the same.

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 well is on Parcel B; a mutual easement is created and granted for the use of said well, well casing, for the mutual benefit of both Parcel A and Parcel B and other property presently owned by Scott. Expenses of well and well casing maintenance is to be shared equally between owners of the two parcels and easement shall be in favor of Parcel A for installation and maintenance of a pump, electricity and water delivery lines to Parcel A. Parcel B is burdened with easements for such installation and maintenance on the well, pump, electricity delivery and water delivery line. The water delivery lines, electricity and pump benefitting Parcel A shall be installed and located in such a manner as to not unreasonably interfere with the use of Parcel B.

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

It is agreed that restrictions on such well shall include a priority for domestic use and all other uses including field irrigation shall be subordinate to the use of domestic purposes. It is anticipated and agreed that priority to the use of water shall be for one residence per parcel.

It is agreed that each parcel shall be entitled to its own pump in the above described well; such installation shall be of design and installation to allow the other pump to be installed and maintained.

It is recognized that Scott may not presently have fee simple ownership of the real property or it may be encumbered. The parties agree to cooperate and sign any and all documents in the future to effectuate the terms of this agreement.

In the event of dispute, water delivery shall continue, if possible, 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.

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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. This agreement shall run with the land.

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, or their successors, and upon such terms that are mutually agreeable.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 1991.

Brazil:

Wilfred E. Brazil
Donna J. Brazil

Scott:

Randy R. Scott
Susan J. Scott

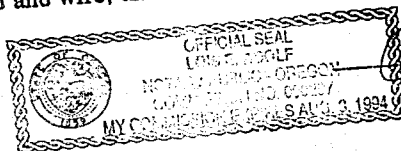
STATE OF OREGON

County of Klamath

} ss.

Nov. 14, 1991

Personally appeared before me the above named Wilfred E. and Donna J. Brazil, husband and wife, and acknowledged the above instrument to be their voluntary act and deed.



Notary Public for Oregon

My Commission expires: 8/3/94

STATE OF OREGON

County of Klamath

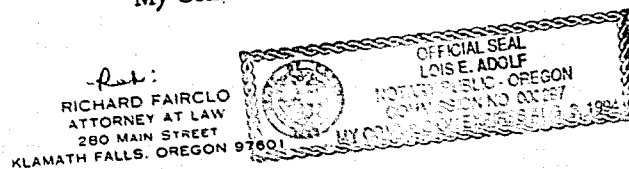
} ss.

November 13, 1991

Personally appeared before me the above named Randy R. Scott and Susan J. Scott, husband and wife, and acknowledged the above instrument to be their voluntary act and deed.

Lois E. Adorf
Notary Public for Oregon
My Commission expires:

Well Agreement
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Richard Fairclo
ATTORNEY AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Fairclo the 4th day
of Dec. A.D., 19 91 at 3:01 o'clock P.M., and duly recorded in Vol. M91
of Deeds on Page 25327
By Evelyn Biehn County Clerk
By [Signature]

FEE \$33.00