

K-44909

WATER USE AGREEMENTDATE: May 3, 1993

PARTIES: James Edwards and Patricia Edwards  
1570 South 'A' Street  
Springfield, Oregon 97477 (hereafter "Edwards")

Robert Thomas and Donna Thomas  
3315 S.W. Cascade Street  
Corvallis, Oregon 97333 (hereafter "Thomas")

## RECITALS:

WHEREAS, Edwards is the owner of a U.S.F.S. Term Special Use Permit for recreational residence described as Lot CL SH-1 41 of the Crescent Lake tract as more specifically set forth on the plat maintained at the office of the Forest Supervisor for the Deschutes National Forest (hereafter "Edwards Property");

WHEREAS, Thomas is the owner of a U.S.F.S. Term Special Use Permit for recreational residence described as Lot CL SH-1 42 of the Crescent Lake tract as more specifically set forth on the plat maintained at the office of the Forest Supervisor for the Deschutes National Forest (hereafter "Thomas Property");

WHEREAS, Edwards and Thomas have drilled a water well on the Thomas Property and have installed a 1½ HP F & W 1" subpump;

WHEREAS, the parties hereto desire to provide for sharing of water as well as the maintenance costs of the well and water pump and any other items reasonable and necessary for the proper drawing of water from said well.

## AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and conditions contained herein to be kept and performed, IT IS AGREED:

1. Ownership of Well. Edwards and Thomas hereby acknowledge and agree that they are equal owners of the described well, pump and component parts, and that each of them have the right to share water from the well.

2. Maintenance and Repair. Edwards and Thomas hereby mutually agree that they shall share equally all expenses incurred for maintenance and repair of the well, pump and component parts.

After recording, return to:  
Robert A. Smejkal  
Attorney at Law  
P.O. Box 654  
Eugene, OR 97440

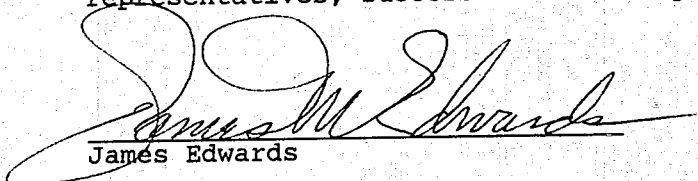
3. Benefited Property. The parties agree that the rights of Edwards herein are appurtenant to the Edwards Property and shall automatically transfer to any successor in interest thereto.

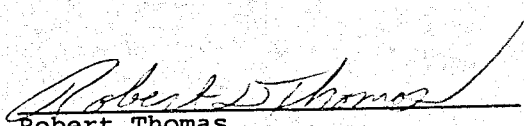
4. Burdened Property. The parties agree that the Thomas Property shall be burdened by the rights described herein which shall be binding upon any successor in interest to the property.

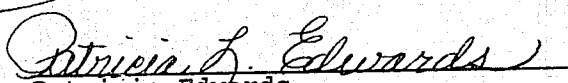
5. Right of Access. Thomas grants to Edwards the right and permit to enter the Thomas Property for the sole purpose of inspection, maintenance or repair of the well, pump, component parts, and water line.


6. Allocation of Water. Should a dispute arise concerning the allocation of water produced by the subject well, it is the intention of the parties hereto that each party owns one-half (1/2) of all water produced by the well. Neither party hereto has the right to divert all the production of the subject well to the sufferance of the other party.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

  
James Edwards

  
Robert Thomas

  
Patricia Edwards

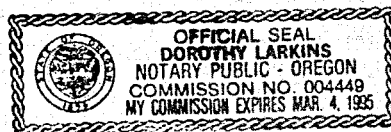
  
Donna Thomas

STATE OF OREGON     )  
                               ) ss.  
 County of Lane     )

Personally appeared before me the above named James Edwards and Patricia Edwards and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME this 29<sup>th</sup> day of April, 1993.

Dorothy Larkins  
 NOTARY PUBLIC FOR OREGON  
 My commission expires: 3-4-95

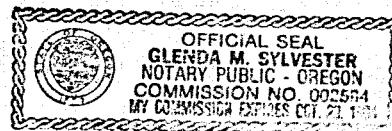


STATE OF OREGON     )  
                               ) ss.  
 County of Benton    )

Personally appeared before me the above named Robert Thomas and Donna Thomas and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME this 3 day of May, 1993.

Glenda M. Sylvester  
 NOTARY PUBLIC FOR OREGON  
 My commission expires: 10-29-94



STATE OF OREGON,     ss.  
 County of Klamath

Filed for record at request of:

Klamath County Title Co

on this 5th day of May A.D., 19 93  
 at 2:36 o'clock P M. and duly recorded  
 in Vol. M93 of Deeds Page 9937.

Evelyn Biehn     County Clerk

By Dorothy Larkins

Deputy.

Fee,     \$20.00