

WATER WAY EASEMENT  
AND  
WELL AGREEMENT

THIS AGREEMENT, made and entered into this 11 <sup>June</sup> day of May, 1993, by and between RAYBURN C. ANTLEY and ODELLA M. ANTLEY, husband and wife, hereinafter called "Antley" and BILL R. BONSER and C. L. ANN BONSER, husband and wife, hereinafter called "Bonser":

RECITALS

A. Antley is the present owner of the following described real property situated in Klamath County, Oregon, hereinafter referred to as the "Antley property", to-wit: Lot 9, Block 2, Shasta View Tracts, SAVING AND EXCEPTING the Southerly 80' feet thereof;

B. Bonser is the present owner of the following described real property situated in Klamath County, Oregon, hereinafter referred to as the "Bonser property", to-wit: The Southerly 80' of Lot 9, Block 2, Shasta View Tracts, Klamath County, Oregon;

C. Antley and Bonser have, at their joint expense, installed a well on Antleys' property which is currently serving both the Antley and Bonser property. The Parties now wish to enter into a formal agreement to provide for the use and maintenance of the well, pumps, pipes and casings, as well as to enter into an agreement granting an easement to Bonser over and across the Antley property to allow Bonser access to the water from said well and to perform maintenance upon the pumps, pipes and casings thereof.

AGREEMENT

1. In consideration of the mutual covenants herein contained, Antley does hereby grant to Bonser use of the water from that certain well located on the Antley property above-described, and generally located approximately 160' feet West of Patterson Street and approximately 20' North of the South boundary of the Antley property, herein referred to as "the well".

2. Antley grants to Bonser an easement to appropriate water from the well above-described for use on Bonser's property.

3. Antley grants to Bonser the right of ingress and egress for the purpose of maintaining the well, pumps, pipes and casings as they are now situated, in the well and from the well to Bonser's property.

The Parties mutually agree that they shall jointly maintain the well referred to above for so long as they or their successors in interest shall desire to continue to utilize the water from said well. Each of the parties, or their successors in interest, shall pay one-half of all costs to maintain in its present condition the well, pumps, pipes, and casings (including electrical charges). Any major expense being necessary for the maintenance of the well shall be agreed upon by the Parties before the expense is incurred. Both Parties agree to act in a timely manner to secure bids, contracts and other repairs to the well system in order to keep each Party from suffering due to lack of water. Both Parties agree that they will pay their respective share of the expense within 30 days of the billing of said expense. If either Party should fail to pay their proportionate share of the expense, the other Party may bring an action at law to collect the expenses.

Both Parties agree to sign any documents necessary to obtain any materials or labor for repair of the well. Both Parties agree to be responsible for payment of the bills necessary for maintenance of the well.

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Well Agreement - Page 1.

1 If it is necessary for either Party to bring an action at law to recover  
2 any sums due under this agreement, the other Party agrees that the prevailing  
3 party in such suit or action shall be entitled to recover from the other Party,  
4 reasonable attorney's fees to be approved by the Court in such suit or action.

5 This agreement shall and inure to the benefit of the Parties to this  
6 agreement and their successors in interest.

7 IN WITNESS WHEREOF the Parties have signed this agreement on June 11,  
8 1993.

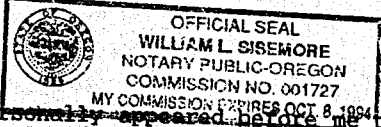
9 Rayburn C. Antley Bill R. Bonser  
10 Rayburn C. Antley Bill R. Bonser  
11 Odella M. Antley C. L. Ann Bonser  
12 Odella M. Antley C. L. Ann Bonser

13 STATE OF OREGON )  
14 ) SS  
15 County of Klamath )

16 On this 11 day of June, 1993, personally appeared before me the above-  
17 named Rayburn C. Antley and Odella M. Antley and acknowledged the foregoing  
18 instrument to be their voluntary act and deed.

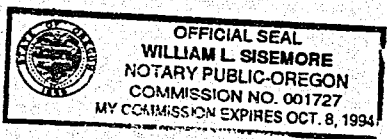
19 William L. Sisemore  
20 Notary Public for Oregon  
21 My Commission Expires: Oct 8, 1994

22 STATE OF OREGON )  
23 ) SS  
24 County of Klamath )



25 On this 11 day of June, 1993, personally appeared before me the above-  
26 named Bill R. Bonser and C. L. Ann Bonser and acknowledged the foregoing  
27 instrument to be their voluntary act and deed.

28 William L. Sisemore  
29 Notary Public for Oregon  
30 My Commission Expires: Oct 8, 1994



31 After recording, return to:  
32 Bill R. Bonser  
1504 Patterson St., Klamath Falls, OR

STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

Wm. L. Sisemore  
on this 17th day of June A.D., 19 93  
at 10:56 o'clock A M. and duly recorded  
in Vol. M93 of Deeds Page 14303  
Evelyn Biehn County Clerk  
By William L. Sisemore  
Deputy.

Fee, \$35.00