

65126

Aspen Title #01036045

Vol. 93 Page 18080

WELL AGREEMENT

This Agreement is made this 25th day of February, 1992, by and between Ralph J. Cordonnier and Brenda K. Fowler, husband and wife, hereincalled the "Cordonniers," and Bruce M. Strampe and Susan R. Strampe, husband and wife, hereincalled the "Strampes."

WITNESSETH:

1. The Cordonniers are the owners of the S1/2 NE1/4 NE1/4 of Section 17, and the S1/2 NW1/4 NW1/4 of Section 16, Township 39 S., Range 8 E., W.M. in Klamath County, Oregon. Said land is referred to as the "Cordonniers' land."
2. Located on the Cordonniers' land is a water well, pump, 15,000 gallon water tank and distribution lines.
3. Strampes are purchasing the N1/2 NE1/4 NE1/4 of Section 17 and the N1/2 NW1/4 NW1/4 of Section 16, Twp. 39 S., Range 8 E.W.M., Klamath County, Oregon. Said land is referred to as "Strampes' land."
4. The water well and equipment on the Cordonniers' land supplies domestic and irrigation water to the Cordonniers' land, to the Strampes' land, and domestic water to land owned by another person.
5. For valuable consideration, which includes the faithful and timely performance by the Strampes of the terms of this Agreement, the Cordonniers do hereby grant and convey unto the Strampes, and their successors and assigns, an undivided one-third interest in and to said well, the pump, distribution line, storage tank and other improvements appurtenant thereto. The Cordonniers shall be solely responsible for, and in charge of, the maintenance, repair and replacement of the distribution lines from the storage tank to Strampes' property line. Strampes shall reimburse Cordonniers for the cost of any maintenance, repair or replacement incurred by Cordonniers for the line that distributes water to the Strampes' land. Strampes shall be solely responsible for maintaining that portion of the distribution line located on Strampes' land.
6. In partial consideration for said interest in the well and equipment, Strampes promise to pay to the Cordonniers, and their successors and assigns, one-third of the cost and expense of maintenance, repair, improvements and upkeep of the well, pump, storage tank and other equipment which serves the three ownerships. In addition, Strampes promise to pay to the Cordonniers, a proportionate share of the costs involved in providing irrigation water to Strampes' land. Strampes' said proportionate share of the cost shall be determined as follows:

The parties shall determine the actual amount of water pumped from the well during the months all three parcels were occupied during the calendar years of 1990 and 1991. Any increase in water usage over the average of said months shall be deemed to be irrigation

usage. Strampes shall pay the proportionate cost of producing said irrigation water, which proportion shall be determined by dividing the amount of land under irrigation on the Strampes' land by the total amount of land being irrigated from the well.

Strampes shall pay said costs monthly, and within 15 days of the date the power company issues its statement to the Cordonniers for said costs.

7. The parties hereto promise that they will fully cooperate in operating the water system, including consulting and working on necessary repairs and improvements, and in paying the costs of operating the system.

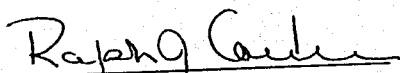
8. In the event that any party fails to pay and perform their share of the well costs and maintenance, the other parties may undertake said repairs and pay said costs, and may seek reimbursement, including interest at the rate of 12% per annum from the date said costs are incurred until paid by the responsible party.

9. In the event any party shall fail to perform any obligations under this agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this agreement.

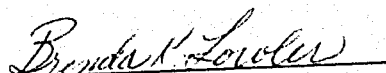
10. In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party the prevailing party's reasonable attorney fees at trial or on appeal as adjudged by the trial or appellate court.

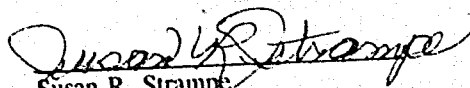
11. The rights and obligations provided herein shall run with the land as to all property burdened and benefitted by such rights and obligations. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, and mortgagees.

12. This Agreement shall commence at the time Strampes take title to Strampes' land and shall continue in perpetuity, unless amended or terminated in writing by unanimous action of the parties or their successors in interest.


Ralph J. Cordonnier


Bruce M. Strampe

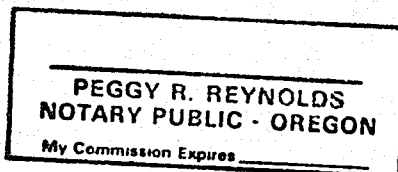

Brenda K. Fowler
5173 Round Lake Road
Klamath Falls, OR 97601


Susan R. Strampe
5165 Round Lake Road
Klamath Falls, OR 97601

18082

STATE OF OREGON)
) ss
 County of Klamath)

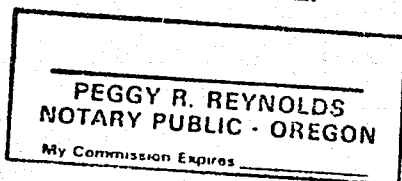
February 25, 1992, personally appeared the above named Ralph J. Cordonnier and Brenda K. Fowler who acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:



Peggy R. Reynolds
 Notary Public for Oregon
 My commission expires: 12-5-92

STATE OF OREGON)
) ss
 County of Klamath)

February 25, 1992, personally appeared the above named Bruce M. Strampe and Susan R. Strampe who acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:



Peggy R. Reynolds
 Notary Public for Oregon
 My commission expires: 12-5-92

After recording return to William M. Ganong, Attorney at Law, 635 Main Street, Klamath Falls, OR 97601.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co the 23rd day
 of July A.D., 19 93 at 3:50 o'clock P.M., and duly recorded in Vol. M93
 of Deeds on Page 18080

FEE \$20.00

Evelyn Biehn County Clerk

By William M. Ganong