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12-16-93A09:59 RCVD  
01-26-94P03:34 RCVD

RETURN TO: ANN FAIRCLO  
6261 Juniper Way  
K. Falls, OR 97603

K-45872

Vol m94 Page 2761  
Vol m93 Page 33420

WELL AGREEMENT

THIS AGREEMENT, made this \*15th day of December, 1993 between DAVID P. FAIRCLO, RICHARD S. FAIRCLO, and SUSAN E. HOUSE, formerly known as SUSAN E. FAIRCLO, hereinafter called THE CHILDREN, and ANN S. FAIRCLO, hereinafter referred to as ANN;

\*\*\*This document is being re-recorded to add agreement date.

WITNESS:

WHEREAS, THE CHILDREN own separate parcels of real estate located in SE 1/4 of Section 11 and in the SW 1/4 of Section 12 in Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and ANN owns real property in the SW1/4 of Section 12 of said Township and Range as more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the property owned by the CHILDREN has located on it a well which supplies water to the property owned by CHILDREN and to the property owned by ANN. ANN's use of said well is for domestic purposes. The CHILDREN use the water from the well for ranch and domestic purposes; and

WHEREAS, in consideration of the mutual covenants and grants, the Parties enter into this Agreement,

NOW, THEREFORE, it is mutually agreed as follows:

The CHILDREN grant a nonexclusive easement to ANN for the use of said well and existing water and utility distribution systems for residential purposes, and ANN grants an easement to CHILDREN for the existing utility and water distribution systems presently used by CHILDREN to the residence presently known as the Quonset hut. These grants of easement shall include the right to enter on to the property of the other in order to maintain and replace the existing well, pump, utility delivery and water delivery systems.

The CHILDREN and ANN agree to share equally in maintaining and operating the well, pump, and the distribution systems which are jointly used. Each party shall be responsible for distribution systems which are not shared. However, electricity costs shall be prorated

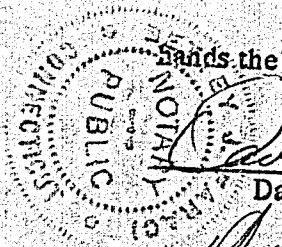
on the basis of actual use. In addition, improvements or modifications benefitting the parties unequally shall be paid for prorated on the basis of such benefits. In the event that either Party through its independent actions damages the delivery systems or otherwise, that Party shall be responsible for such repairs. In the event that the parties can not agree as to the prorates or charges under this paragraph, such amounts shall be determined by arbitration as below set forth.

In the event that a dispute arises as regards the subject matter of this agreement, the parties agree to submit such dispute 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.


It is understood that Richard S. Fairclo prepared this document and is not acting as the legal representative of any of the parties hereto, and that each of the parties acknowledge having been advised to obtain their own separate counsel.

This agreement is not personal to the parties and shall be appurtenant to the real property to which it burdens and benefits.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

  
David P. Fairclo

  
Susan E. House

  
Richard S. Fairclo

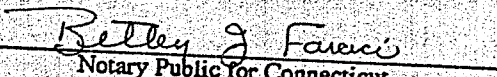
  
Ann S. Fairclo

STATE OF CONNECTICUT

County of Tolland } ss.

The foregoing instrument was acknowledged before me this 3 day of December, 1993, by DAVID P. FAIRCLO.

BETTEY J. FARACI  
NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 31, 1997

  
Notary Public for Connecticut.  
My Commission expires:

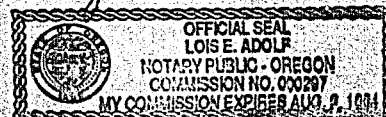
STATE OF OREGON

County of Klamath

} ss.

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 1993, by Richard S. Fairclo.

*Lois E. Adolph*  
Notary Public for Oregon  
My Commission expires:



STATE OF OREGON

County of Klamath

} ss.

The foregoing instrument was acknowledged before me this 15 day of December, 1993, by Susan E. House, formerly known as Susan E. Fairclo.

*Debra Buckingham*  
Notary Public for Oregon  
My Commission expires: 12-19-96

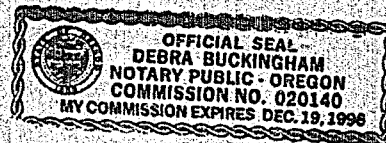
STATE OF OREGON

County of Klamath

} ss.

The foregoing instrument was acknowledged before me this 15 day of December, 1993, by Ann S. Fairclo.

*Debra Buckingham*  
Notary Public for Oregon  
My Commission expires: 12-19-96



2764  
33423

# Exhibit "A"

The following described premises situate in the County of Klamath, State of Oregon, to-wit: Beginning at a point 1120 feet North and 230 feet East of the Southwest corner of Section 12, Township 39 South, Range 10 East of the Willamette Meridian, running thence East 320 feet to the Westerly line of Highway 140; thence Northerly along the West line of Highway 140 115 feet; thence West 395 feet; thence South 110 feet to the point of beginning, containing .9 acres more or less.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 16th day  
of Dec. A.D., 19 93 at 9:59 o'clock A M., and duly recorded in Vol. 1693  
of Deeds on Page 33420

FEE \$45.00

INDEXED  
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Evelyn Biehn County Clerk  
By Dorothy M. Mulendore



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 26th day  
of Jan A.D., 19 94 at 3:34 o'clock P M., and duly recorded in Vol. M94  
of Deeds on Page 2761

FEE \$20.00

Evelyn Biehn County Clerk  
By Dorothy M. Mulendore