

AFTER RECORDING RETURN TO:
Gary C. Peterson
Foster, Purdy, Allan, Peterson & Dahlin
P.O. Box 1667
Medford, OR 97501

ASPEN TITLE #01041393

WELL AND WATER LINE EASEMENT AND JOINT USE AGREEMENT

James C. Johnson and Eileen Johnson, husband and wife, hereinafter called Grantor, convey to Charles C. Ehlers and Helen Meyer, as tenants in common, hereinafter called Grantee, a perpetual non-exclusive easement for a well and water line presently located on the property described on Exhibit "1".

Said well and water line easement to be appurtenant to and for the benefit of the real property described on Exhibit "2". The approximate location of the existing well and water line are depicted on Exhibit "3".

Said easement to inure to the benefit of Grantee, their heirs, executors and assigns, forever, subject to the following terms and conditions:

1. Joint Use Agreement: Grantee acknowledges that the well is also used for the benefit of Grantor's property described on Exhibit "1", and that such joint use shall continue. There is only one pump in the well and the respective use of Grantor and Grantee's property is not separately monitored. Both parties agree to conserve water as necessary to assure both parties adequate water supply for domestic household purposes.
2. Joint Maintenance: Each party shall share in the expenses of maintaining, repairing or replacing any portion of the existing well, and pump. In an emergency, either party may maintain, repair or replace said equipment, and the other party shall reimburse that party for one-half of the reasonable costs incurred.
3. Entry Upon Burdened Property: Grantee shall have the right, at reasonable times and in a reasonable manner, to enter upon Grantor's property for the purpose of maintaining, repairing or replacing all or any portion of the well or water line, subject to all of the terms and conditions set forth in this Agreement.
4. Individual Maintenance: Each party shall maintain its own water line separately and neither party shall be required to contribute to the expense of maintenance, repair or replacement of the other party's water line.
5. Restoration of Ground: In the event Grantee disturbs the ground of the burdened property in order to maintain, repair or replace the well or water line, Grantee shall immediately restore the burdened property to the condition which existed prior to the disturbance.
6. Domestic Use Only: The parties shall use water from the well for domestic purposes only, including household use, the watering of a garden for consumption by the household residing on the property and a small yard. The water shall not be used for irrigation of pasture or other non-domestic purposes.
7. Increasing Depth of Well: If the water supply from the existing well should decrease to a point where it is no longer sufficient to satisfy reasonable domestic uses for both the burdened and benefitted properties, either Grantee or Grantor shall have the right to increase the well depth in an attempt to increase water supply. The other party shall either share the expenses of increasing the well depth on a fifty-fifty basis, or the other party may elect to drill another well upon its own property, instead of sharing expenses of drilling

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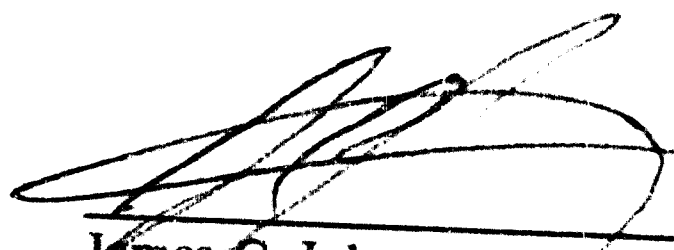
the existing well deeper. In such case, the party electing to drill the existing well deeper shall bear the sole costs for that project and this easement shall terminate. Neither party shall be responsible to the other for costs of either party electing to drill a new well upon their own property.

8. Attorney Fees: In the event of legal action to interpret or enforce any of the terms of this agreement, the prevailing party in such legal action shall be entitled to reasonable attorney fees as fixed by the trial court, or by the appellate court on any appeal therefrom.

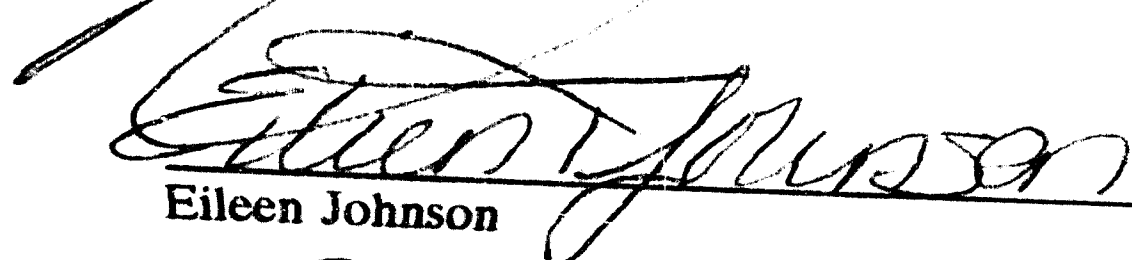
9. Electric Expenses: The pump in the existing well is run off of an electric line which is metered to Grantor's property. Grantee shall pay Grantor the sum of \$120 per year, as Grantee's share of electricity. Said payments shall be made annually, on the last day of each calendar year. Said payments shall continue as long as Grantee's pump is run by electricity metered to Grantor's property. However, the annual payment shall increase every five (5) years by the same proportion that the electric rate charged to Grantor increases at the end of each five-year period over the electric rate at the beginning of said period.

By their signature below, Grantee accepts all of the above terms and conditions.

Date: 3/21/94


James C. Johnson


Date: 3/21/94


Eileen Johnson

Date: 4-12-94

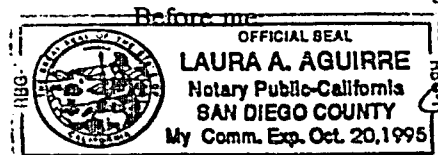

Charles C. Ehlers

Date: 3/30/94


Helen Meyer

California
STATE OF OREGON)
County of San Diego) ss.

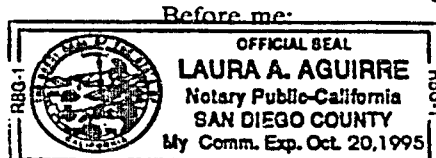
On this 21st day of March, 1994, personally appeared the above-named James C. Johnson and acknowledged the foregoing instrument to be his voluntary act and deed.



Laura A. Aguirre
Notary Public for Oregon California

California
STATE OF OREGON)
County of San Diego) ss.

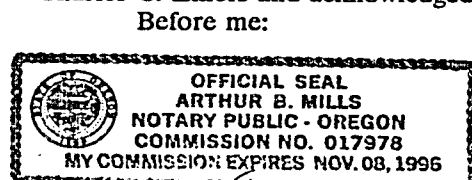
On this 21st day of March, 1994, personally appeared the above-named Eileen Johnson and acknowledged the foregoing instrument to be her voluntary act and deed.



Laura A. Aguirre
Notary Public for Oregon California

STATE OF OREGON)
County of Klamath) ss.

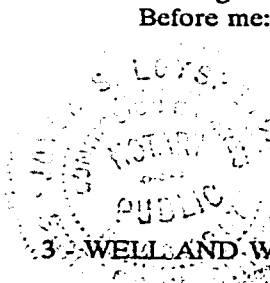
On this 12 day of April, 1994, personally appeared the above-named Charles C. Ehlers and acknowledged the foregoing instrument to be his voluntary act and deed.



Arthur B. Mills
Notary Public for Oregon

Washington
STATE OF OREGON)
County of Yakima) ss.

On this 30th day of March, 1994, personally appeared the above-named Helen Meyer and acknowledged the foregoing instrument to be her voluntary act and deed.



Joyce D. Jakupcic
Notary Public for Oregon Washington

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EXHIBIT "1"

12447

PARCEL 1:

A parcel of land situated in the S 1/2 of Lot 6, Section 12, Township 38 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Starting at the iron pipe marking the Southeast corner of the N 1/2 of Lot 6 as referred to in Volume M-69 at Page 9509, Microfilm Records; thence North 89 degrees 32' 23" West 914.77 feet along the South boundary of the N 1/2 of said Lot 6 to a 5/8 inch iron rod (this same boundary line recited in above Volume M-69 at Page 9509, and on map of Survey No. 471 as bearing North 89 degrees 54 1/2' West); thence South 17 degrees 24' 31" East 350.98 feet to a 5/8 inch iron rod; thence continuing South 17 degrees 24' 31" East 350.98 feet to a 5/8 inch iron rod on the South boundary of said Lot 6; thence North 89 degrees 40' 52" West along the South boundary of said Lot 6 a distance of 914.04 feet to a 5/8 inch iron rod at the high water line of Upper Klamath Lake; thence North 24 degrees 06' 06" West along the high water line of Upper Klamath Lake a distance of 336.55 feet to a 5/8 inch iron rod, which is the true beginning point of this description; thence South 89 degrees 36' 20" East 435.6 feet; thence South 24 degrees 06' 06" East 109.54 feet; thence North 89 degrees 36' 20" West 435.6 feet; thence North 24 degrees 06' 06" West 109.54 feet to the true beginning point.

Together with a perpetual exclusive easement for a septic drain field as set forth in Document No. M9317177 in the Official Records of Klamath County, Oregon.

12448

Exhibit "2"

The real property described in Sheriff's Deed between Carl R. Burkhardt, Sheriff of Klamath County, Oregon, Grantor, and Helen Meyer, Grantee, recorded on June 7, 1993 in Volume M93 of Deeds on Page 12976.

12449

