

## WELL AGREEMENT

ATC # 05042892

This Agreement is made this 3rd day of March, 1995, by and between Ryan Huntsman and Donna R. Huntsman, husband and wife, hereinafter called the "Huntsmans," and Stephen L. Nickel and Shirley M. Nickel, husband and wife, hereinafter called the "Nickels".

## WITNESSETH:

1. The Huntsmans are the owners of the S 1/2 NE 1/4 NE 1/4 SE 1/4 of Section 12, Twp. 40 S., Range 7 E., W.M. in Klamath County, Oregon. Said land is referred to as the "Huntsman's land".
2. Located on the Huntsman's land is a water well, pump, water tank and distribution lines.
3. Nickels are purchasing the S 1/2 NE 1/4 NE 1/4 SE 1/4 of Section 12, Twp. 40 S., Range 7 E., W.M., in Klamath County, Oregon. Said land is referred to as "Nickel's land".
4. The water well and equipment on the Huntsman's land supplies domestic water to the Huntsman's land and domestic water to the Nickel's land.
5. For valuable consideration, which includes the faithful and timely performance by the Nickels of the terms of this Agreement, the Huntsmans do hereby grant and convey unto the Nickels, and their successors and assigns, an undivided one half interest in and to said well, the pump, distribution line, storage tank and other improvements appurtenant thereto. The Huntsmans shall be solely responsible for, and in charge of, the maintenance, repair and replacement of the distribution lines from the storage tank to Nickel's property line. Nickels shall reimburse Huntsmans for the cost of any maintenance, repair or replacement incurred by Huntsmans for the cost of any maintenance, repair or replacement incurred by Huntsmans for the line that distributes water to the Nickel land. Nickels shall be solely responsible for maintaining that portion of the distribution line located on Nickel's land.
6. In partial consideration for said interest in the well and equipment, Nickels promise to pay to the Huntsmans, and their successors and assigns, one half of the cost and expense of maintenance, improvements and upkeep of the well, pump, storage tank and other equipment which serves the two ownership's.
- Nickels promise to pay \$25 per month for the electricity and water used. Electrical rate increases and water increases will be evaluated on a yearly basis. Nickels promise to pay one half of the electrical/water rate increase.
7. The parties hereto promise that they will fully cooperate in operating the water system, including consulting and working on the necessary repairs and improvements, and paying the cost of operating the system. Nickels shall pay said costs monthly, and within 15 days of the date the power company issues it's statement to the Huntsmans for said costs.
8. In the event that any party fails to pay and perform their share of the well costs and maintenance, the other party 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.

RETURN TO: MR. & MRS. STEPHEN L. NICKEL  
P.O. BOX 903  
KINO, OREGON 97627

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 and 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 benefited 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 Nickels take title to Nickel's land and shall continue in perpetuity, unless amended or terminated in writing by unanimous action of the parties and their successors in interest.

Ryan Huntsman  
Ryan Huntsman

Donna R. Huntsman  
Donna R. Huntsman  
13501 Kann Springs Rd.  
Keno OR 97627

Stephen L. Nickel  
Stephen L. Nickel

Shirley M. Nickel  
Shirley M. Nickel  
13489 Kann Springs Rd.  
Keno OR 97627

STATE OF OREGON,

County of Klamath

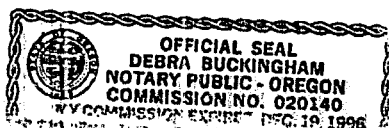
ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 1st day of March, 19 95, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ryan Huntsman and Donna R. Huntsman

known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Debora Buckingham  
Notary Public for Oregon.  
My Commission expires 12-19-96

STATE OF OREGON,

County of Klamath

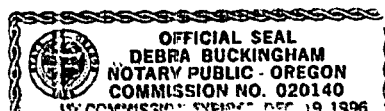
ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 23rd day of February, 19 95, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Stephen L. Nickel and Shirley M. Nickel

known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Debora Buckingham  
Notary Public for Oregon.  
My Commission expires 12-19-96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 2nd day of March A.D., 19 95 at 3:34 o'clock P. M., and duly recorded in Vol. M95 of Deeds on Page 4677.

FEE \$35.00

Bernetha G. Letsch, County Clerk  
By Darlene Muckelbauer