

AFTER RECORDING, RETURN TO:
Clifford T. Bartlett
8308 Rocking Horse Lane
Klamath Falls OR 97603

MTC 39316 MSWELL AGREEMENT

THIS AGREEMENT is made as of the 10 day of October, 1996 by and between CLIFFORD T. BARTLETT and KIMBER L. BARTLETT, husband and wife, herein called "Bartletts"; and JOHN ALLEN JOHNSON and WILLIE LOU JOHNSON, husband and wife, herein called "Johnsons." ~~NETIE~~

W I T N E S S E T H:

1. The Bartletts are the owners of 29 acres of land which has been improved with a mobile home and which is commonly known as 5157 Round Lake Road, Klamath Falls, Oregon and which is more particularly described on Exhibit A attached hereto. In addition, the Bartletts are the owners of 3 acres of land which have been improved with a single family residence, barn, and other buildings and which is commonly known as 5147 Round Lake Road, Klamath Falls, Oregon and which is more particularly described on Exhibit B attached hereto.

2. Located on the real property described on Exhibit A is a domestic water well, pumping system, and pipeline system which provides domestic water to each of the above-said parcels owned by the Bartletts. The well has sufficient capacity to provide domestic water, stock water, and water for irrigating the yard and landscaping around said houses, but does not produce sufficient water for irrigating the other pasture land located on the real property described on Exhibit A.

3. The Bartletts have agreed to sell and the Johnsons have agreed to purchase the real property described on Exhibit A. The parties by this agreement desire to provide for the shared use of the domestic well, pump, and supply lines located on the property being purchased by Johnsons.

4. For valuable consideration, which includes the agreement of the Bartletts to sell said property to the Johnsons, the Johnsons do hereby grant and convey unto the Bartletts, their successors and assigns, an undivided one-half interest in and to said well, pump, distribution lines, and all other improvements appurtenant thereto. The Bartletts shall be solely responsible for and in charge of the maintenance, repair, and replacement of the distribution line from the pump to the Bartletts' property described on Exhibit 3. The Johnsons shall be solely responsible for the cost of maintenance, repair, and replacement of the distribution line which provides water to the Johnsons' residence. Johnsons do hereby grant to Bartletts an easement on,

over, and under the real property described on Exhibit A for the purpose of maintaining, repairing, and replacing said well, pump, and supply lines.

5. Each party hereto shall be responsible and liable for the payment of one-half of all other costs, maintenance, repair, or replacement of the well, pump, and other appurtenant equipment and for one-half of the cost of the electrical power charges incurred in operating the pump and related equipment. The Johnsons, upon receipt of the monthly statement from the power company, shall provide a copy thereof to the Bartletts and the Bartletts shall, within ten days, pay to the Johnsons one-half of the charge shown on said statement.

6. 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.

7. In the event that any party fails to pay and perform their share of the well cost 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. If the nonperforming party fails to pay such reimbursement on demand, the party causing such work to be done or who has paid the costs of such work and expense shall have the immediate right to record a lien against the nonperforming party's property benefitted by this agreement. The parties agree that such lien shall be treated as a construction lien pursuant to ORS Chapter 87, subject to foreclosure and priority as set forth in the construction lien statutes.

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

9. The Johnsons covenant and agree that they shall not use water from the well or use the water system for the purpose of irrigating the pasture and farm land located on Parcel A and that their use of the well and water shall be limited to their domestic use, livestock water, and the irrigation of not more than one acre of lawn and landscaping around their residence and a garden. The Bartletts covenant and agree that they shall abide by the same restrictions upon their use of water from the well and use of the water system for the purpose of irrigating the pasture and farm land located on Parcel B as those set forth above for Parcel A.

10. 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.

11. This agreement shall commence at the time the Johnsons take title to the property described on Exhibit A and shall continue in perpetuity unless amended or terminated in writing by unanimous action of the parties or their successors in interest.

Clifford T. Bartlett
Clifford T. Bartlett

Kimber L. Bartlett
Kimber L. Bartlett

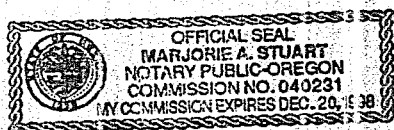
John Allen Johnson
John Allen Johnson

Nettie Lou Johnson
Nettie Lou Johnson

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Clifford T. Bartlett and Kimber L. Bartlett and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Marjorie A. Stuart
Notary Public for Oregon
My Commission Expires: 12-20-98

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named John Allen Johnson and Nettie Lou Johnson and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Marjorie A. Stuart
Notary Public for Oregon
My Commission Expires: 12-20-98

WELL AGREEMENT -3-

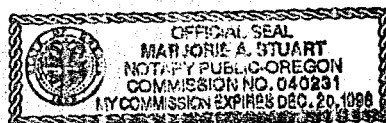


EXHIBIT "A"
LEGAL DESCRIPTION

The S1/2 S1/2 SE1/4 of Section 8, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM a tract of land situated in the S1/2 SE1/4 SE1/4 of Section 8, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being that portion of the S1/2 SE1/4 SE1/4 of said Section 8 lying East of the existing graveled road as described in Book M-75 at Page 15158, Deed Records of Klamath County, more particularly described as follows:

Beginning at the Southeast corner of said Section 8; thence West, along the South line of said Section 8, 599.50 feet (577 feet by said Deed Volume M-75 at Page 15158) to the center line of said existing graveled road; thence Northerly along the center line of said existing road the following courses; North 58 degrees 36' 29" West 52.79 feet, along the arc of a curve to the right (radius = 125.00 feet, central angle = 51 degrees 28' 10") 112.29 feet, North 07 degrees 08' 19" West 279.10 feet, along the arc of a curve to the left (radius = 500.00 feet, central angle = 26 degrees 50' 35") 234.25 feet, North 33 degrees 58' 54" West 57 feet, more or less, to the North line of the said S1/2 SE1/4 SE1/4; thence Easterly along the said North line to the Northeast corner of said S1/2 SE1/4 SE1/4; thence Southerly 660 feet, more or less to the point of beginning, with bearings based on the South line of the SE1/4 of said Section 8 as being West.

Exhibit B

PARCEL 1:

A tract of land situated in the S1/2 SE1/4 SE1/4 of Section 8, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being a portion of the S1/2 SE1/4 SE1/4 of said Section 8, lying East of an existing graveled road described in Deed Volume M75, page 15158, Microfilm Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the Northeast corner of the S1/2 SE1/4 SE1/4 of said Section 8; thence South 01 degree 06' 22" West 75 feet, thence South 75 degrees 51' 11" West, 747.04 feet more or less to the centerline of said existing graveled road; thence along the centerline of said existing road the following courses: Northerly along the arc of a curve to the left (radius = 500.00 feet, central angle = 25 degrees 08' 35") 219.41 feet; thence along the arc of a curve to the left (radius = 500 feet, central angle = 01 degree 42' 00") 14.84 feet, thence North 31 degrees 16' 01" West 57.18 feet more or less to the North line of the S1/2 SE1/4 SE1/4; thence South 87 degrees 31' 08" East 833.01 feet along said North line to the point of beginning.

TOGETHER WITH permanent non-exclusive easements 60 feet in width over and across the S1/2 NE1/4 and NW1/4 SE1/4 of Section 17; the S1/2 NW1/4 NW1/4 of Section 16 and S1/2 NE1/4 NW1/4 of Section 17; the N1/2 NW1/4 NW1/4 of Section 16; all in Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described in instrument recorded February 7, 1975 in Volume M75, page 1604, Microfilm Records of Klamath County, Oregon.

ALSO TOGETHER WITH an easement for that existing cinder road in its present location as contained in easements recorded June 18, 1974 in Volume M74, 7514, and recorded March 7, 1979 in Volume M79, page 5220 and 5222, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 15th day
of October A.D., 19 86 at 1:21 o'clock P. M., and duly recorded in Vol. M96,
of Deeds on Page 32670.

FEE \$30.00

Bernetha G. Letsch, County Clerk

By Kathleen Bass