

EXHIBIT "A" - Shared Water Rights-

Full use and shared well water rights. Located on Parcel #1 of Partition #50-94, T39, R10, B19. 6533 Hwy 39, Klamath Falls, OR. Water resources permit #70947. Well water rights are granted to Parcel #2 of Partition #50-94, T39, R10, B19. 6805 Hwy 39, Klamath Falls OR. First party & second party to share well expenses 50% party 1 & 50% party 2. Pumps, wiring, breakers, pressure tank, motors, & plumbing. only on parcel #1 of partition #50-94. If the first party digs up, breaks, damages, water line/lines to second party parcel, the first party will repair at the first party's expense. The second party shall have all rights to enter & exit parcel #1 of partition 50-94 for maintenance of water line/lines, repair, replace, dig up, remove, reroute. Second party will repair all areas molested or disturbed areas for maintenance. Shall replace all shrubs, reseed lawns, trees, fences, water lines/line, electrical line/lines. First party & second party shall share electrical billing 50% first party 50% second party on shared well pump. Repairs must be done in a timely manner. First party will keep up water, maintenance areas after repairs are made or completed, first party & second party to share all well related expenses.

"Well Water" shared rights between:

Parcel #1 of Partition 50-94

&

Parcel #2 of Partition 50-94

Owner:

Owner:

Ben & Clara Wampler

Ben & Clara Wampler

6533 Hwy 39

6805 Hwy 39

Klamath Falls, OR 97603

Klamath Falls, OR 97603

T39, R10, B19

T39, R10, B19

The second party shall have all rights of ingress and egress to and from the real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of until well runs dryways subject, however, to the following specific conditions, restrictions and considerations:

SEE EXHIBIT "A"

If this easement is for a right of way over or across the real estate, the center line of the easement is described as follows:

SEE EXHIBIT "B"

and second party's right of way shall be parallel with the center line and not more than see exhibit "B" distant from either side thereof.

During the existence of this easement, maintenance of the easement and costs of repair of the easement damaged by natural disasters or other events for which all holders of an interest in the easement are blameless shall be the responsibility of (check one): ☐ the first party; ☐ the second party; ☐ both parties, share and share alike; ☒ both parties, with the first party being responsible for 50% and the second party being responsible for 50%. (If the last alternative is selected, the percentages allocated to each party should total 100.)

During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement because of negligence or abnormal use shall repair the damage at their sole expense.

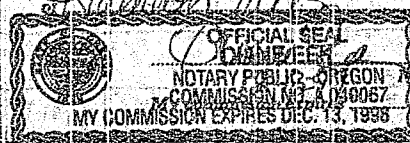
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have hereunto set their hands in duplicate on this, the day and year first hereinabove written.

Clara J. Wampler
Clara J. Wampler
STATE OF OREGON,
County of Klamath

This instrument was acknowledged before me on
August 26, 1977, by Ben Wampler

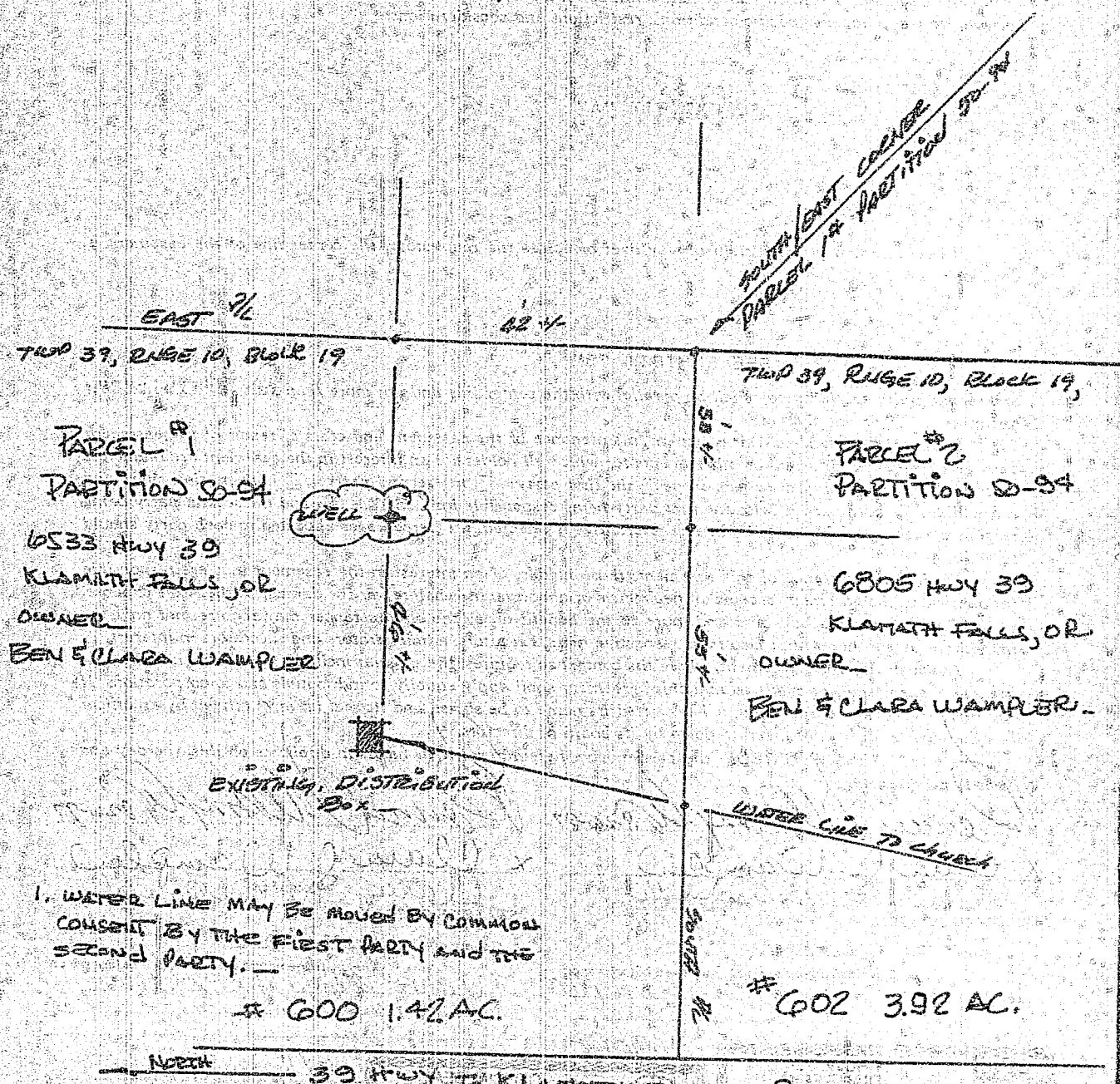


Clara J. Wampler
Clara J. Wampler
STATE OF OREGON,
County of Klamath

This instrument was acknowledged before me on
August 26, 1977, by Ben Wampler
of Ben Wampler



EXHIBIT "B" WELL MAP SHARED WATER RIGHTS



STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Bennie J. Wampler the 28th day
of August A.D. 19 97 at 10:03 o'clock A.M., and duly recorded in Vol. M97
of Deeds on Page 28209

FEE \$25.00
4.00 copies

Bernetha G. Leisch, County Clerk
By Kathleen R. Rasmussen