

AGREEMENT FOR SHARING OF DOMESTIC WELL

This Agreement is made this 1st day of October, 1997, by and between John S. and Karen N. Poole, hereinafter "Poole," William R. and Nancy Dodge, and Ellen Rubenstein, hereinafter "Dodge," and Robert P. Ellingson Jr., and Helen Ellingson, hereinafter "Ellingson".

WHEREAS:

1. Poole currently lease property known as Lot B-4, pursuant to Forest Service document entitled "Term Special Use Permit", issued on January 1, 1989, which terminates December 31, 2008, and Ellingsons represent that they lease property under a similar Forest Service Special Use Permit, designated B-5, adjacent to and contiguous with the Poole property, and the Dodges represent that they lease property under a Special Use Permit, adjacent to and contiguous with the Poole property, known as B-3; and,

2. There exists a well on the Poole property, which well currently services the Ellingsons and the Dodges, by way of a piping system extending onto both of their properties, with Poole agreeing to sharing of the well and its equipment, and the water therefrom, with Ellingsons and Dodges; and,

3. It is understood that this Agreement is based upon the well producing approximately 20 gallons per minute, from a depth of 390 feet, and it being understood the water will be shared more or less equally by the three parties hereto; and,

4. It being agreed that the sharing of the water is based upon the current usage, and the parties agreeing that they will not use the water for irrigation purposes, or for watering gardens, or similar purposes; and,

5. It being agreed that the parties will share in the cost of the well, and its maintenance; and,

6. It being agreed that the parties may transfer their right under this Agreement as to a one-third (1/3) interest, each, in the well pump and equipment; and,

7. It being understood that the well was necessary since the Lake of the Woods water quality is declining; and,

8. It being understood that the future Forest Service policy is uncertain, with respect to water in this area, and it being understood that the home values will increase with good safe water, which is one of the principle reasons for the parties entering into this Agreement; and,

9. The parties agreeing that the well and attendant equipment now includes the following: Well drilling, 2 hp pump producing 10 gal. per min. at 500 ft. head pressure, electrical power supply, pump controls, 80 gal. expansion tank, 1" PVC piping buried 18-24"

D. Erik Larson, Attorney at Law
P.O. Box 805
Salem, OR 97308

AFTER
RECORDING
RETURN TO:

W. R. DODGE
1176 HARBOR ISLES
KILAMATH FALLS,
OR 97601

deep to all three homes. Each home having shut-off valve, one-way check valve, and automatic drain-down device located in plastic valve box near each home.

10. It being agreed that Poole agrees to provide an appropriate area in his basement for the expansion tank, pump controls and power supply, so that the equipment can be within an insulated cabinet, with access to all parties, upon advance notice to Poole, except in emergencies;

IT IS HEREBY AGREED AS FOLLOWS

1. That the parties agree to share the costs, one-third (1/3) each, of the well, the equipment, and the maintenance. This one-third (1/3) sharing shall include all new costs, and also one-third (1/3) of the sum of \$11,942, which represents the agreed upon value of the equipment which exists at the time of the signing of this document. The parties agree to share the cost, one-third (1/3) each, if the well needs to be drilled deeper.

2. The parties agree that there shall be no irrigation, outside watering, or any gardening use imposed upon the well system, as currently constituted.

3. The parties agree that there shall be no deeper drilling done on account of the well, unless all parties agree.

4. The parties agree that the rights under this agreement shall be transferable to future sub-lessees, with the lease. If, however, the lease is terminated with a lessee, and the property is then subleased by the United States Government, or any of its agents, none of the parties hereto will be responsible for enforcing this agreement as to the US Government or any new lessees.

5. Poole grants access to the other two parties to this Agreement, to enter his property, upon giving reasonable advance notice, for maintenance purposes. Again this notice is not required for emergencies.

6. Each party will record this Agreement with the recorder of Klamath County, with a land description, sufficient to identify land to which this Agreement attaches.

7. This Agreement is subject to Forest Service approval, if required. Any party providing maintenance to the system, including paying costs, shall be reimbursed by the other two parties, within 90 days of the bill being presented to the other two parties. It is further agreed, generally, the parties will agree in advance, if practical, as to costs, before they are incurred, and each party will submit its one-third (1/3) share towards these costs, in advance.

8. It is agreed that the well system ends at the valve box at each of the three homes, and the maintenance agreement does not cover the system beyond the valve box, into the plumbing of each home.

9. The parties agree that maintenance work will only be done by a licensed contractor, unless unanimous approval of the parties is given ahead of time, for one of the parties to do the work themselves. If the work is done by parties, themselves, an agreement shall be reached in advance as how to handle the cost sharing, including labor and material.
10. It is agreed that each of the parties shall own one-third (1/3), as tenants in common, of the entire project, including the well and attendant equipment, as recited, above.
11. The parties agree that the interest in the equipment shall be transferable only to a subsequent lessee of the land, but can not be sold to anyone who is not a sublessee of the land.
12. It is agreed that this document shall be recorded with the U.S. Forest Service, by all the parties, if required.
13. The parties agree to provide easements to the other parties, if so required, to cause this agreement to properly operate.
14. The parties agree that any disputes shall be settled through binding arbitration. All claims that have not been resolved by the parties, shall be resolved by arbitration in accordance with arbitration rules of the Arbitration Service of Portland, or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the filing rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration shall be entitled to apply to the arbitrator for an award of reasonable attorney fees in accordance with ORCP 68. The parties agree that such arbitration shall be conclusive, with no appeal to the Oregon Courts.
15. Poole agrees to pay electricity for the pump as long as he is a lessee of B-4, and as long as the usage does not change from the usage at the time this agreement is entered into.
16. The parties agree that any amounts that are more than 9 months delinquent owing to a party, on an arbitrated debt, shall result in a shut-off of the water. And, in addition, there shall be a 25% penalty, to be paid, before water service shall be restored.
17. Should the parties unanimously agree to drill any new well, the costs shall be shared equally.
18. The parties agree that no deeper drilling will be allowed, unless by unanimous agreement.
19. The parties agree that the rights under this agreement may be transferred to any sublessee of any of the properties.
20. Poole grants access to the subleases of the B-3, and B-5, to enter the lot, B-4, for maintenance purposes, with reasonable advance notice.

D. Erik Larson, Attorney at Law
P.O. Box 805
Salem, OR 97308

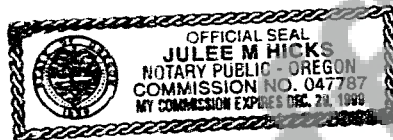
21. The parties understand and agree that D. Erik Larson drafted this Agreement for Poole, and represents Poole, and not the other parties, who should retain their own counsel.

Lessees of B-5

Robert P. Ellingson
Robert P. Ellingson *W/Power of Atty*

STATE OF OREGON)
) ss.
County of Marion Baker)

On this 18th day of February, 1999, personally appeared before me, ROBERT P. ELLINGSON II, who, after being first duly sworn, did depose and say that he acknowledged the foregoing instrument to be his voluntary act and deed.



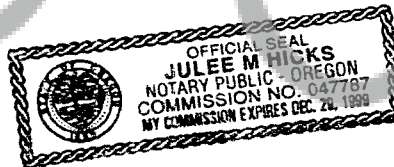
Julee M. Hicks
NOTARY PUBLIC FOR OREGON

My Commission expires: 12/29/99

Helen M. Ellingson
Helen Ellingson

STATE OF OREGON)
) ss.
County of Marion Baker)

On this 18th day of February, 1999, personally appeared before me, HELEN ELLINGSON, who, after being first duly sworn, did depose and say that she acknowledged the foregoing instrument to be her voluntary act and deed.



Julee M. Hicks
NOTARY PUBLIC FOR OREGON

My Commission expires: 12/29/99

Lessees of B-4

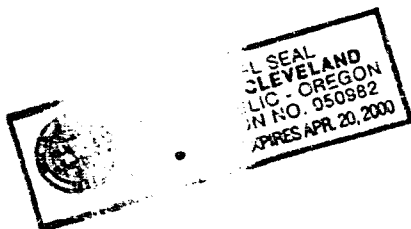
John S. Poole
John S. Poole

D. Erik Larson, Attorney at Law
P.O. Box 805
Salem, OR 97303

STATE OF OREGON)
) ss.
 County of Marion)

On this 10 day of November, 1998, personally appeared before me, JOHN S. POOLE, who, after being first duly sworn, did depose and say that he acknowledged the foregoing instrument to be his voluntary act and deed.

Archie D. Cleveland
 NOTARY PUBLIC FOR OREGON
 My Commission expires: Apr 20, 2000



Karen N. Poole
 Karen N. Poole

STATE OF OREGON)
) ss.
 County of Marion)

On this 10 day of November, 1998, personally appeared before me, KAREN N. POOLE, who, after being first duly sworn, did depose and say that she acknowledged the foregoing instrument to be her voluntary act and deed.

Archie D. Cleveland
 NOTARY PUBLIC FOR OREGON
 My Commission expires: Apr 20, 2000

Lessees of B-3



William R. Dodge

Nancy Dodge

Nancy Dodge

STATE OF OREGON)

) ss.

County of Klamath)

On this 25 day of February, 1999,
 personally appeared before me, NANCY DODGE, who, after being first duly
 sworn, did depose and say that she acknowledged the foregoing instrument
 to be her voluntary act and deed.



NOTARY PUBLIC FOR OREGON

My Commission expires: 7/23/2002Becky Dutcher

William R. Dodge

William R. Dodge

STATE OF OREGON)

) ss.

County of Klamath)

On this 25 day of February, 1999,
 personally appeared before me, WILLIAM R. DODGE, who, after being first
 duly sworn, did depose and say that he acknowledged the foregoing
 instrument to be his voluntary act and deed.



NOTARY PUBLIC FOR OREGON

My Commission expires: 7/23/2002Becky Dutcher

Ellen Rubenstein

Ellen Rubenstein

STATE OF Arizona)

) ss.

County of Maricopa)

On this 2 day of march, 1999,
 personally appeared before me, Ellen Rubenstein, who, after being first
 duly sworn, did depose and say that she acknowledged the foregoing
 instrument to be her voluntary act and deed.



NOTARY PUBLIC FOR ARIZONA

My Commission expires:

Nov 6, 2001Tera M. Ramey

D. Erik Larson, Attorney at Law
 P.O. Box 805
 Salem, OR 97308

State of Oregon, County of Klamath
 Recorded 5/20/99, at 1:15 p.m.
 In Vol. M99 Page 20146
 Linda Smith, County Clerk
 Fee \$ 55

Linda Smith