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**SHARED WELL AGREEMENT**

cl This agreement is entered into between CLIFFORD AND LAURA BAKER, husband and wife, and DEWEY BARNER AND MAXINE WESCOM, hereinafter referred to as "the parties."

The parties agree, that on or about November 23, 1998, they purchased equally, a water well, drilled at 11413 Cackler Court, legally described as Lot 13, Block 34 of FIFTH ADDITION TO KLAMATH RIVER ACRES. The property belongs to CLIFFORD AND LAURA BAKER. DEWEY BARNER AND MAXINE WESCOM, own the property adjacent to this property, legally described as Lot 12, Block 34 FIFTH ADDITION TO KLAMATH RIVER ACRES. Water from said well is distributed to both parties.

The parties agree that monetary compensation for electricity used to power this well will be paid by DEWEY BARNER AND MAXINE WESCOM to CLIFFORD AND LAURA BAKER, in the amount of \$15.00 a month, payable in a lump sum of \$180.00 due the first day of the year, beginning January 1, 2000. It is agreed that this amount may be adjusted as necessary.

The parties agree that maintenance costs, as incurred, will be shared equally between the parties.

The parties agree, that if DEWEY BARNER AND MAXINE WESCOM attempt to sell their property, they will notify CLIFFORD AND LAURA BAKER, at which time, CLIFFORD AND LAURA BAKER will have the opportunity to purchase the well in it's entirety, for the sum of \$4,100.00 (Four thousand, one hundred dollars.) Water access to the BARNER AND WESCOM property will then be available for purchase from the water utility company available to these properties. CLIFFORD AND LAURA BAKER reserve the right to decline this opportunity.

In the event of the sale of the property owned by CLIFFORD AND LAURA BAKER, if, for any reason, the property must be unoccupied for any time, CLIFFORD AND LAURA BAKER will be responsible for electric

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service remaining in effect at all times in order to power the well.

The parties agree that in the event of the sale of either property of the parties, and CLIFFORD AND LAURA BAKER decline the opportunity to purchase the well in its entirety as outlined above, this agreement shall be deeded to the purchaser of said property. Said purchaser shall be bound to all agreements set forth above. At the time of purchase, said purchaser shall agree to these terms in writing.

In Witness Whereof, the parties have executed this agreement this 14<sup>th</sup> day of March, 2000.

Dewey Barner  
Dewey Barner

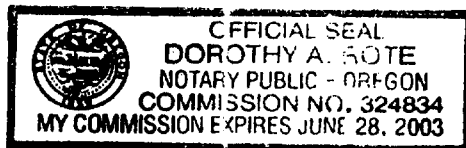
Maxine Wescom  
Maxine Wescom

Clifford Baker  
Clifford Baker

Laura Baker  
Laura Baker

State of Oregon     )  
                                  )ss.  
County of Klamath )

Personally appeared the above Dewey Barner, Maxine Wescom, Clifford Baker and Laura Baker, and acknowledged the foregoing instrument to be their voluntary act and deed.



State of Oregon, County of Klamath  
Recorded 3/14/00, at 1:22 p.m.  
In Vol. M00 Page 8284  
Linda Smith,  
County Clerk     Fee \$ 26

Dorothy A. Rote  
Notary Public for Oregon  
My Commission Expires: June 28, 2003

pd-3/14 # 281  
# 2600