

WELL SHARING AGREEMENT WITH EASEMENT

This agreement is made by and between Chloe Marie Suiter hereincalled "Suiter" and Lewis L. Hagelstein and Nona B. Hagelstein, husband and wife, hereincalled "Hagelstein".

WHEREAS: The parties desire to share the water from a well, for *domestic use only*, located on property at Township 37, Range 09, Section 18, SW1/4, NE1/4, Tax lot 900, (R-3709-01800-00900-000), Klamath County, Oregon.

THEREFORE: In consideration of their mutual promises the parties agree as follows:

- 1) The domestic water well is located on property owned by "Suiter".
- 2) Interest in the well shall be divided into halves and shall benefit the parties and property as follows:
 - a) ½ interest in the well is hereby granted to "Suiter" and shall benefit property located at Township 37, Range 09, Section 18, Tax lot 900 (R-3709-01800-00900-000); and Township 37, Range 09, Section 18, Tax lot 1000 (R-3709-01800-01000-000); and Township 37, Range 09, Section 18, Tax lot 1200 (R-3709-01800-01200-000), in Klamath County, Oregon.
 - b) ½ interest in the well is hereby granted to "Hagelstein" and shall benefit Township 37, Range 09, Section 18, Tax lot 1303 (R-3709-01800-01303-000), in Klamath County, Oregon.

The interest in the well herein granted shall be appurtenant to and run with the owners respective interest in the property benefited by the well.

In consideration of the covenants and promises set forth herein the parties hereby mutually agree and covenant as follows:

This instrument is being recorded as an accommodation only, and has not been examined as to validity, sufficiency or effect it may have upon the herein described property. This courtesy recording has been requested of ASPEN TITLE & ESCROW, INC.

- A) Suiter, her heirs, grantees and assigns, hereby grant unto Hagelstein, their heirs, grantees and assigns, the perpetual right and easement for ingress and egress on and across said Lot 900 for the purpose of maintaining, repairing and replacing the well, well equipment, including well pump, storage tank and well house, and the water pipe which serve the Hagelstein property.
- B) Hagelstein, their heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the water pipes which service their said property and shall repair or pay for, at their sole expense, any repairs and replacement, and shall pay one-half of all future costs of maintenance, repair, replacement and improvement of the well casing, main pump, storage tank and well house and the cost of operating the pump.
- C) Suiter, her heirs, grantees and assigns, shall be solely responsible for the maintenance, repair and replacement of the water pipes which service her said property and shall repair or pay for, at her sole expense, any repairs and replacement, and shall pay one-half of all future costs of maintenance, repair, replacement and improvement of the well casing, main pump, storage tank and well house and the cost of operating the pump.
- D) In the event that any repair or replacement of the well casing, main pump, storage tank or well house, the parties expressly agree to cooperate fully in allowing said repair or replacement to be made just as soon as the necessary equipment, equipment operator and supplies can be obtained to make such repair or replacement. The parties further agree to pay for or to arrange for the payment of their respective share of the costs of said repair or replacement as soon as is reasonably possible.
- E) The said well and equipment is for the exclusive DOMESTIC USE and enjoyment of the owners of said Lots 900, 1000, 1200 and 1303.

F) In the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of the same, that the Courts, including Appellate Courts, may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's attorney's fees therein, in addition to the costs and disbursements provided by law.

This agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein written.

Chloe Marie Suiter

Chloe Marie Suiter

Lewis L. Hagelstein

Lewis L. Hagelstein

Nona B. Hagelstein

Nona B. Hagelstein

State of Oregon

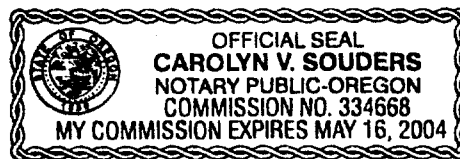
County of Klamath

On this 7th day of aug 2000 personally appeared the above named Cloe Marie Suiter, Lewis L. Hagelstein, and Nona B. Hagelstein and acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:

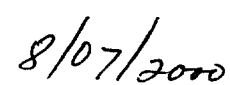
Carolyn V. Souders

Notary Public for Oregon

My Commission Expires May 16, 2004

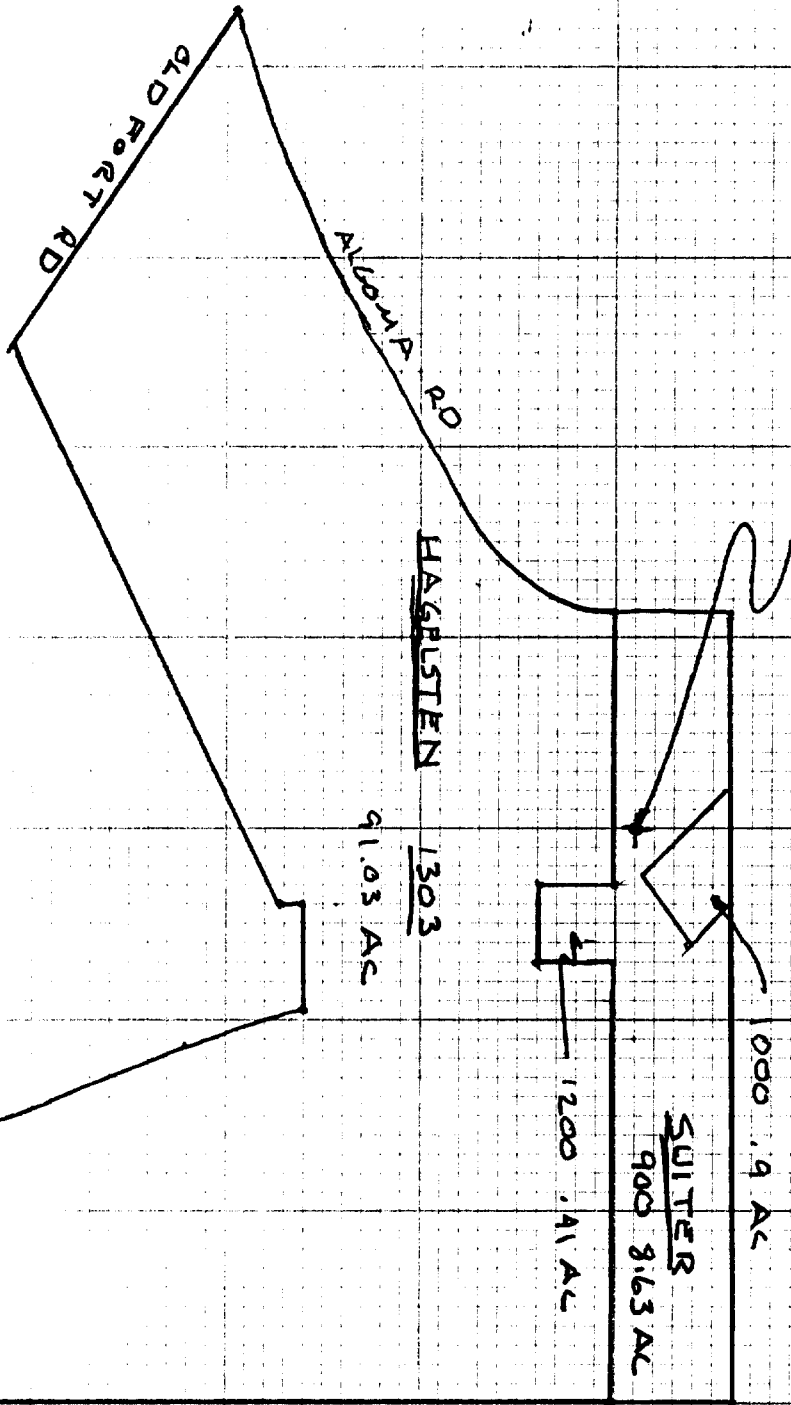


Hegelstein



30526

APPROX. WELL LOCATION



State of Oregon, County of Klamath
Recorded 08/21/00, at 11:08 A.M.
In Vol. M00 Page 30521
Linda Smith,
County Clerk Fee \$ 46.⁰⁰

Well Agreement
Attachment

8/07/2000