

return to:  
Chuck Fisher  
403 Main  
Klamath Falls, OR 97601

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*COO-103*  
**Shared Well Agreement**

Vol M00 Page 38768

This agreement is by and between Raymond Fischer and Lynne Fischer, and Robert Easton and Watana Easton.

It is agreed that:

Fischer owns real property on the east side of Harpold Road described as parcel 1, Klamath County Land Partition #9-98 in Klamath County, Oregon herein after referred to as Parcel A.

Easton owns real property on the West Side of Harpold Road described as Parcel 2 of Klamath County Land Partition #35-97 in Klamath County, Oregon herein after referred to as Parcel B.

There is a well; well casing and pump located on Parcel A on or about the SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of section 12 Township 40 South of the Willamette Meridian in Klamath County Oregon. Parcel A and Parcel B shares the water from this well for irrigation purposes.

There is further located on Parcel A, main line for water delivery to parcel B.

Parcel B has benefited by the operation of such well, pump and delivery main line on and across Parcel A for a period.

It is the intent of the parties to formalize the agreement for such water delivery.

The undersigned declare as follows:

1. It is understood that the owners of said property might utilize this agreement for irrigation purposes only.
2. The owners of both parcels have the right of ingress and egress to maintain, reconstruct and operate common facilities subject to the provisions herein, including that the owners of Parcel A shall be responsible for the maintenance and operation of the facilities with reimbursement for certain items to be paid by the owners of Parcel B as herein set forth. Such right of ingress and egress shall be for the limited purposes of maintenance and operation during the normal irrigation season and shall not unreasonably interfere with the peaceable enjoyment and use of the owners of Parcel A.
3. This agreement shall run with the land.

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4. If the owners of Parcel B install an irrigation well that provides for the irrigation needs of Parcel B, this agreement becomes null and void.
5. The owner of Parcel A shall be responsible for overseeing the maintenance of the common facilities, for paying the costs of electricity for such pumps. Owners of Parcel B shall reimburse said costs by paying such amounts according to actual use benefiting Parcel B. The owners of Parcel A shall deliver to the owners of Parcel B statements of costs for reimbursement at regular intervals and such owners shall, within 30 days of receipt of such statements pay to the owners of Parcel A such amounts attributed to Parcel B prorated according to use. It is recited that initially the owners of Parcel B shall be responsible for 50% of such costs and the parties agree that such percentage shall be the use proration; further the owners of Parcel A may increase the amount of property to be irrigated and in such event the parties shall agree on such prorated percentage.
6. In the event that a dispute arises in regards to this agreement, the parties agree to submit to arbitration where each party appoints one arbitrator and the two arbitrators appoint a third. The three arbitrators shall decide the resolution of such dispute. The costs of arbitration shall be paid equally by both parties.

Raymond Fischer  
Raymond Fischer

9/5/00  
Date

Lynne Fischer  
Lynne Fischer

9/4/00  
Date

Robert Easton  
Robert Easton

Watana Easton  
Watana Easton

9/15/00  
Date

9/15/00  
Date

\_\_\_\_\_  
Notary Public

NOTARIES  
ATTACHED

\_\_\_\_\_  
Date

STATE OF OREGON,

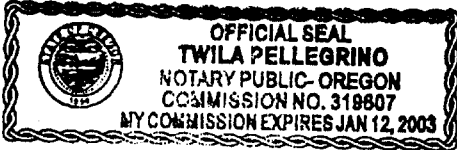
County of Klamath

ss.

FORM No. 23—ACKNOWLEDGMENT.  
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Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 5th day of September, 192000,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named Raymond Fischer and Lynne Fischer

known to me to be the identical individual<sup>s</sup> described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.

Twila Pellegrino

Notary Public for Oregon

My commission expires 1-12-2003

INDIVIDUAL ACKNOWLEDGMENT

State of Oregon  
County of Jackson

ss.

On this the 15 day of Sept, 2000

before me, Linda M. Evans  
Name of Notary Public

the undersigned Notary Public, personally appeared

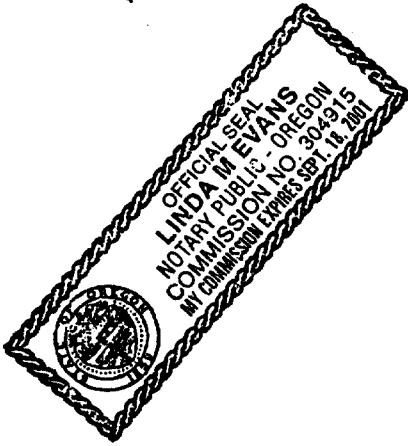
Robert + Wylene Eason  
Name of Signer(s)

- ☐ personally known to me
- ☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed  
to the within instrument, and acknowledged that  
he/she/they executed it.

WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public



OPTIONAL

Though the information in this section is not required by law, it may prove valuable  
to persons relying on the document and could prevent fraudulent removal  
and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER #1 Top of thumb here	RIGHT THUMBPRINT OF SIGNER #2 Top of thumb here
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State of Oregon, County of Klamath  
Recorded 10/24/00, at 2:05 p. m.  
In Vol. M00 Page 38768  
Linda Smith,  
County Clerk Fee\$ 31.00