

SHARED WELL AGREEMENT

WHEREAS, William A. Lucas, Jr. and Kathy R. Lucas, husband and wife, hereinafter referred to as the Grantors, are the owners of the real property located in Klamath County, Oregon more particularly described as:

The N ½ of Lot 8, Block 6, Tract 1083, CEDAR HILLS, Klamath County, Oregon.

and Jeffrey Lynn Anderson and Lisa Gayle Anderson, husband and wife, hereinafter referred to as the Grantees, are the owners of real property located in Klamath County, Oregon more particularly described as:

The South one-half of lot 8 in block 6 of Tract No. 1083, Cedar Trails, According to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

WHEREAS, a domestic well is located on the property of Grantors referred to above which serves a residence located on that property;

NOW, THEREFORE, IT IS HEREBY AGREED that the Grantors doe hereby give and grant to Grantees, their heirs, successors and assignees, for the benefit of the Grantees the property described herein, a permanent easement in, to, upon and over the Grantor's property described herein for the purpose of taking water for domestic purposes and for the purpose of installing, laying, constructing, maintaining and keeping in repair pipes, mains, conduits and electric service as is needed for the Grantees to receive water from the well. The parties agree that the costs associated with the well, including electrical service and any maintenance to the pump itself, shall be paid jointly, with the Grantees paying 2 of such costs and the Grantors paying 2 of such costs. Payment shall be due within 15 days of the date Grantors provide Grantees with a copy of any statement or bill.

Additionally, Grantees shall pay to Grantors ½ of the cost of establishing the well, which cost is agreed to be the sum of \$4,762.75. Payment shall be made to Grantors in the sum of \$1,000.00 on or before September 15, 2001 with the balance being paid in equal monthly installments of not less than \$78.11 bearing interest at the rate of 9% per annum from August 15, 2001.

Should Grantees fail to make any payment required hereunder, and such failure continue for a period of 30 days following written notice to Grantees of such failure, Grantors may declare this agreement to be forfeited and may record with the Klamath County Clerk a statement so stating. Grantees shall, within 10 days of being served with a notice of forfeiture, remove any connection to Grantors' well. Grantees shall be responsible for ensuring that no damage occur to Grantors' well. Should Grantees fail to remove their connection as set forth herein, Grantors may institute proceedings in the Klamath County Circuit Court to compel compliance with this agreement and to recover from Grantees' the cost of removing their connection. Should such an action be filed, the prevailing party shall be entitled to recover their reasonable attorneys fees, whether at trial or on appeal.

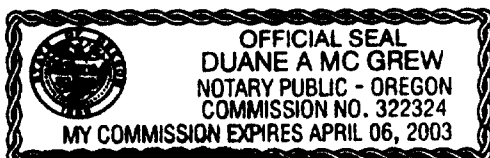
William A. Lucas, Jr.
William A. Lucas, Jr.

Kathy R. Lucas
Kathy R. Lucas

Jeffrey Lynn Anderson
Jeffrey Lynn Anderson

Lisa Gayle Anderson
Lisa Gayle Anderson

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16th DAY OF August, 2001.



Duane A. McGrew
Notary Public for Oregon

After Recording Return to:

William & Kathy Lucas
P.O. Box 537
Keno, OR 97627

State of Oregon, County of Klamath
Recorded 08/16/01 at 12:00 PM.
In Vol. M01 Page 41331
Linda Smith,
County Clerk Fee \$ 21.00