

After Recording Please Return to:  
pt. Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**SHARED WELL AGREEMENT**

State of Oregon, County of Klamath  
Recorded 01/22/2002 10:10 a m.  
Vol M02, Pg 3790-3791  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2

**Parties:**

Sandra Cook, dba TUNES

and

Sandra Wilks, an individual

**Recitals:**

Sandra Cook, dba TUNES (hereinafter "Cook") owns property, commonly known as 11060 River Street, Klamath Falls, Oregon, described as follows (hereinafter "Property 1"):

The northwesterly 75 feet of Lot 17 and the Westerly 75 feet of the Northeasterly 20 feet of Lot 18 in Block 6 of Town of Doten, according to the official plat thereof on file in the office of the County clerk of Klamath County, Oregon

Sandra Wilks (hereinafter "Wilks") owns property, commonly known as 15309 Highway 66, Klamath Falls, Oregon, more particularly described as follows (hereinafter "Property 2"):

Lot 17, EXCEPTING THEREFROM the Northwesterly 75 feet thereof; EXCEPTING THEREFROM the Westerly 75 feet of the Northeasterly 20 feet thereof, and all of Lot 19, in Block 6 of the TOWN OF DOTEN according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

An existing well is located on Property 2 (Wilks Property) and has, over the years, served the Cook property. Additionally, there are pump and electrical systems on both properties that pertain to the operation of the well.

**Agreement:**

NOW, therefore, know all men by these presents: That Sandra Cook (Cook) of Klamath County, Oregon, and Sandra Wilks (Wilks) of Klamath County, Oregon agree that their properties, described above, will share the well located on the Wilks property. Each party agrees that the other is entitled to use the well for domestic purposes. Each party is entitled to the amount of water reasonably necessary for such purpose. In the event of a water shortage, each party agrees that the parcels will share the well produce 50% to each property.

The parties agree that each is responsible for one-half (1/2) of the cost of maintenance, repair or upkeep of said well and operating equipment.

At this writing, Property 2 supplies electrical service for the pump serving both properties. Compensation of \$10.00 will be paid by the owner of Property 1 to the owner of Property 2 on the first day of each month for electrical usage. Should the parties, in the future, utilize the systems located on Property 1, described in the following paragraph, the owner of Property 2 will pay \$10.00 per month to the owner of Property 1 as compensation for electrical usage.

**1. SHARED WELL AGREEMENT**

There are pressure tanks and electrical systems located on both properties. These tanks and systems are owned jointly by the parties. Currently, the tank and system on Property 2 is being used to pump water. The tank and system on Property 1 is not being used, but the parties agree to resort to that system upon failure of the present system on Property 2. Activation costs and costs of rerouting (digging, etc.) will be shared equally.

Each party is responsible for repair and maintenance of their direct waterlines from the pressure tank to the individual property. Waterlines from the well to the pressure tank and system are jointly owned by the parties and repair and maintenance of those lines and of the pump and system will be shared equally.

If the well runs dry, caves in, or suffers any other catastrophic and total loss of usefulness, the parties will be required by this Agreement to cooperate in a venture to establish another shared well or to restore the existing well.

The owners of Property 1 and Property 2 shall have reasonable access to the each property for the purpose of inspecting, maintaining or repairing the well or any of the associated pipes, tanks or systems.

Each party desires that this Agreement be properly recorded so as to appear in the chain of title to the property of each party, that this Agreement run with the land of each party, and that this Agreement be binding as to each party's heirs, assigns, grantees, or other successors in interest.

**This Agreement supersedes any previously binding agreement, written or verbal, between the parties.**

Sandra Cook  
Sandra Cook Date

[Signature] 10/05/01  
Sandra Wilks Date

STATE OF Nevada )  
LYON ) ss. Oct. 23<sup>rd</sup>, 2001  
County of Klamath )



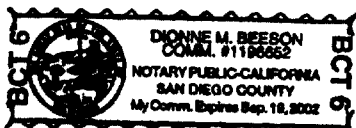
**CONNIE HOLM**  
NOTARY PUBLIC - NEVADA  
Appt. Recorded in LYON COUNTY  
Appt. Expires March 9, 2002  
No: 98-1129-12

Personally appeared Sandra Cook, and acknowledged the foregoing instrument to be her voluntary act and deed.

Connie Holm  
Notary Public for Nevada  
My Commission Expires: March 9, 2002

STATE OF Calif. 10/5/01 )  
San Diego ) ss. 10/5/, 2001  
County of Klamath )

Personally appeared Sandra Wilks, and acknowledged the foregoing instrument to be her voluntary act and deed.



[Signature]  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_