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State of Oregon, County of Klamath  
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 Linda Smith, County Clerk  
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TERMINATION OF WATER WAY EASEMENT  
 AND  
 WELL AGREEMENT

THIS AGREEMENT made by and between CLARENCE WESLEY HEADRICK II and SANDRA JEAN HEADRICK, husband and wife, hereinafter called "Headrick" and ROBERT E. SHAW and LANA J. SHAW, husband and wife, hereinafter called "Shaw", successors-in-interest to Richard D. McIntyre, Karen M. Green and Vera L. Green:

RECITALS:

WHEREAS, Headrick and Shaw, predecessors-in-interest, entered into a water way easement and well agreement on August 17, 1995, which agreement was recorded in Volume M95, page 21999, Microfilm Records, Klamath County, Oregon, and

WHEREAS, the parties wish to terminate that agreement effective August 10, 2003,

NOW THEREFORE, in consideration of these premises, it is mutually agreed by and between the parties as follows:

1. Shaw shall pay to Headrick the sum of \$3,500.00 on the execution of this agreement, receipt of which is hereby acknowledged by Headrick.

2. Headrick shall convey to Shaw all of their interest in Lot 141, Third Addition to Sportsman's Park, in the County of Klamath, State of Oregon.

3. The water way easement and well agreement shall remain in full force and effect until August 10, 2003, at which time it shall be fully terminated.

4. Prior to August 10, 2003, Headrick shall return to Shaw the pressure gauge and control box for the well pump and shall remove any of their personal property stored in the well house on Lot 141, Third Addition to Sportsman's Park, in the County of Klamath, State of Oregon. Headrick shall have until August 10, 2003, to install the water lines and make any connections to the water lines. Headrick shall have no access to the well house after August 10, 2003

5. Shaw shall grant to Headrick a 10' easement to maintain the existing service line from the exterior of the existing well house Southwesterly to Headrick's property, Lots 136, 137, 138, Third Addition to Sportsman's Park, in the County of Klamath, State of Oregon and a 10' easement from the exterior of the existing well house westerly to Lot 142, Third Addition to Sportsman's Park, in the County of Klamath, State of Oregon. Said easement shall be recorded after the conveyance from Headrick to Shaw referred to in Paragraph 2 above and shall remain in full force and effect.

6. Headrick shall have access to the well house prior to August 10, 2003 and shall have the right to receive the following items: Plugs and outlets, lights, service box, mast and wire that he installed for the pump to be connected.

THIS AGREEMENT WAS PREPARED BY WILLIAM L. SISEMORE FOR THE BENEFIT OF ROBERT E. SHAW AND LANA J. SHAW. CLARENCE WESLEY HEADRICK II and SANDRA JEAN HEADRICK ARE ADVISED THAT THEY HAVE THE RIGHT TO CONSULT WITH THEIR OWN ATTORNEY CONCERNING THIS AGREEMENT.

Dated: 7/18/03, 2003.

Clarence Wesley Headrick II  
 Clarence Wesley Headrick II

Robert E. Shaw  
 Robert E. Shaw

Sandra Jean Headrick  
 Sandra Jean Headrick

Lana J. Shaw  
 Lana J. Shaw

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Termination of Water Way Easement and Well Agreement