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State of Oregon, County of Klamath
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Linda Smith, County Clerk
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AGREEMENT TO USE WATER WELL

This agreement entered into this 8th day of April, 2004, by and between John W. Appolonio, Grantor, owner of the premises described as follows:

39951 Dusty Lane, Chiloquin, OR 97624; R3408-03600-00201; Land Partition 33-96, parcel 2, filed August 14, 1996, situated in Section 36, Township 34S, Range 8E of the Willamette Meridian, Klamath County, Oregon.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That this grant is an undivided one-half interest in the domestic well located on the above described real property and is also of domestic water rights from said well and shall not be construed as granting any other rights or privileges whatsoever except as herein after stated. This domestic water right and one-half interest is placed on the domestic well as identified by State of Oregon Water Resources Department as KLAM 1074, drilled by Roger Chancellor on 5-18-1978.

This conveyance is made on the condition that Grantees, Dominic A. Appolonio and Iringard C. Appolonio, husband and wife, owners of Parcel 1 of Land Partition 33-96, filed August 14, 1996, situated in Section 36, Township 34S, Range 8 E. of the Willamette Meridian, Klamath County, Oregon; 39955 Dusty Lane, Chiloquin, OR 97624, R3408-03600-0200, and future Grantees of Parcel 1 of Land Partition 33-96, Their heirs and assigns, shall keep and maintain the tank, pipe and ditch in good working order so that there will be no leakage or seepage or and other effects that may cause injury to the land above mentioned.

Grantees hereby agrees to share equally for all expenses connected with the operation and maintenance of said well and all things necessary thereto.

In consideration of the mutual promises contained in this agreement, Grantees hereby agrees to pay a monthly charge for the electricity used to pump this well. Monthly charge to be paid twice yearly by the Grantees to the Grantors for Grantees share of expenses for said utility charge.

It is specifically hereby agreed between the Grantors and Grantees that this perpetual right to the use of the well and domestic water rights thereto is specifically limited to Land Partition 33-96, Parcel 1, Klamath County, Oregon, and none other. Said rights shall not be granted to any other Grantee to cover any additional property without Grantor's permission first had and obtained in writing.

To have and to hold said right and easement to take water and to store and conduct same on, over, through, and across the water line which is on Land Partition 33-96, parcel 2, Klamath County, Oregon, subject to the above conditions and the heir, successors and assigns of all parties, future and present, shall be bound hereto forever by this agreement.

In Witness thereof, the parties hereto have affixed their signatures hereon.

John W. Appolonio 4-8-04
Grantor Date

Dominic A. Appolonio 4-8-04
Grantee Date
Iringard C. Appolonio 4-8-04
Grantee Date

STATE OF OREGON,

County of Klamath ss.

FORM No. 23—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 8 day of April, 2004, before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within named John W. Appolonio, Dominic A. Appolonio, and Iringard C. Appolonio known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that their 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.

Adrien Fleek
Notary Public for Oregon
My commission expires 12-3-06