

## Shared Well Agreement

This shared well agreement is made and entered into this 3rd day of MAY 2006 by and between DENNIS VADER as First Party and DENNIS VADER as Second Party.

Whereas there is located on T39R11 Sec 10BC TL 1003 (see attached Exhibit "A" for legal descriptions) in KLAMATH County, Oregon an existing well, the parties mentioned above hereby enter into a written agreement for the common usage of said well and its maintenance and it is hereby agreed as follows:

- 1) The parties hereto agree that the existing well located on said Lot T39R11 Sec 10BC TL 1003 used and maintained jointly for the joint use and benefit of said Lot T39R11 Sec 10BC TL 1001 in KLAMATH County, Oregon.
- 2) First Party grants to Second Party a non-exclusive easement for ingress and egress to and from said well for the purpose of installation, maintenance and repair of said well and the necessary water and electrical lines in connection therewith. See attached map for approximate location of lines.
- 3) The electrical charges for said shared well shall be \$ 12.00 per month per house served by the well. Monthly rates subject to increase as electrical rates increase.
- 4) It is agreed by Both Parties that the rights and obligations created by this agreement shall run with the respective parcels so that on any sale of either Lot or part thereof, the easement granted hereby to the Second Party shall run with the land and it is likewise agreed that on any transfer of said Lot T39R11 Sec 10BC TL 1003 said transfer shall be subject to the burden of easement created by this agreement and the further terms and obligations created under this agreement.

If the well goes dry or diminishes in output, the parties may agree to deepen the well or other flow-enhancing methods or drill a new common well and make that well subject to this agreement or each may drill separate new wells on their individual properties and terminate this agreement.

Pump installation or maintenance is to be performed by State licensed pump or well contractor. Either party is to give notice to the other party prior to pulling pump or doing maintenance which might adversely affect the other party.

- 5) Arbitration: The owners of Subject Lots shall use arbitration to resolve any disagreement between them arising out of this agreement in accordance with Oregon laws. Any owner may invoke arbitration by giving written notice thereof. Within 10 days thereafter, each owner may appoint an arbitrator. The arbitrators so appointed shall select another arbitrator.

310A  
Rt: Dennis Vader

Thereafter, that panel of arbitrators shall conduct the arbitration and render an award. The prevailing party herein to recover all court costs, arbitration fees and attorney fees and attorney fees from other parties involved in said arbitration.

Dennis Vader  
First Party

Dennis Vader  
Second Party

State of Oregon, County of Klamath  
~~Josephine~~

This instrument was acknowledged before me on May 3, <sup>2006</sup>~~2002~~

By Julie E. DeJong

Notary Public for Oregon

My commission expires: July 8, 2008

I Julie DeJong ~~notarized~~ notarized Dennis Ray Vader Signature

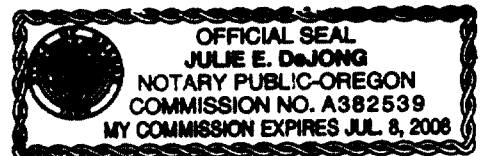


EXHIBIT "A"

HIGH ST. BONANZA

