

After recording Mail to:
Kenneth Wilson
P.O. Box 160
Chemult, OR 97731



09/05/2007 03:07:29 PM

Fee: \$36.00

SHARED WELL MAINTENANCE AGREEMENT

This agreement is entered into between ROBERT T. EDMUNDSON and PATRICIA A. EDMUNDSON (hereinafter referred to as Party #1) owners of property located at 109329 and 109331 N. Highway 97, Chemult, Oregon 97736 more particularly described in Exhibit A attached and KENNETH WILSON (hereinafter referred to as Party #2) owner of property located at 109315, 109319 and 109323 N. Highway 97, Chemult, Oregon 97736 more particularly described as Exhibit B attached relating to repair and maintenance of a well and water pump, and runs with the land and shall be binding on their heirs, assigns and successors.

The parties wish to enter into a well agreement which will benefit both parcels and recognize the existing domestic water delivery from such well located on Grantors' parcel to Grantee's parcel.

SHARED COSTS. The parties agree to share the cost of repairs and maintenance of the well and water pump, excluding electrical service, on a 50/50 basis.

Reimbursement of Costs Paid By One Party. Should either party incur expenses relating to the well or water pump, they shall be entitled to reimbursement by the other party for half of such cost within 30 days after written notice is provided pursuant to notice provisions contained herein.

Notice To Other Party When Cost Greater Than \$100. Should either party determine that repairs in excess of ONE HUNDRED (\$100.00) DOLLARS shall be required, they will be required to provide ten (10) days' written notice to the other party before making the repairs. Written notice may either be hand delivered to the other party or mailed by certified mail and shall be determined received five (5) days after mailed, whether or not actually received.

Delayed Reimbursement By Other Party. If not paid within 30 days, interest at a rate of 1% monthly shall be added from the time the expense was paid by the other party.

Responsible For Portion Of System Serving Only One Party. Each party hereto shall be solely responsible for the maintenance of any portion of the system which serves only their property and shall take no action to interfere with or in any way damage any other portion of the system.

ELECTRICITY. The parties agree that the Owner (Party #2) of property located at 109315, 109319 and 10923 N. HWY 97 shall pay \$5.00 per month per rental unit to Party #1, whether or not occupied, payable in advance on January 1st of each year for electricity.

ADDITIONAL BUILDINGS. Should any of the subject properties be improved to add additional buildings and the new buildings use the well, the 50/50 percentages shall be modified to reflect the actual square footage of the buildings which use the well. If the improvement causes or would cause the output of the system to be less than reasonably needed for all of the users, then the party making the improvement shall be responsible for all costs associated with upgrading the system to provide the additional service before utilizing the system for the new improvements.

SMALL CLAIMS COURT, MEDIATION, AND ARBITRATION.

Small Claims Court. Should disputes regarding this maintenance agreement or other property issues arise between the parties, the parties agree to use Small Claims Court if within its jurisdiction.

Mediation. If not within the jurisdiction of Small Claims Court, then the parties agree to mediate. Each party will pay their own mediation fees and costs if the dispute is resolved in mediation. Arbitration Services of Portland will be used.

Arbitration. If mediation is not successful or the other party refuses to mediate, the parties agree to participate in binding arbitration of the dispute. The arbiter shall award the prevailing party their attorney fees and costs. Portland Arbitration Services will be used.

CONDITIONAL REIMBURSEMENT OF LEGAL FEES AND COSTS. The prevailing party in any dispute regarding this maintenance agreement shall be entitled to attorney fees and costs, whether at trial, arbitration, or on appeal. In the event that a party seeks judicial or arbitration relief without first seeking mediation, they will not be entitled to attorney fees and costs.

Dated 8-28-07

Robert T. Edmundson
Robert T. Edmundson

Dated 8-28-07

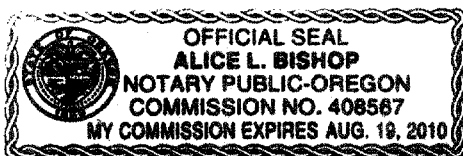
Patricia A. Edmundson
Patricia A. Edmundson

Dated 8-30-07

Kenneth Wilson
Kenneth Wilson

STATE OF OREGON)
) ss
County of Klamath)

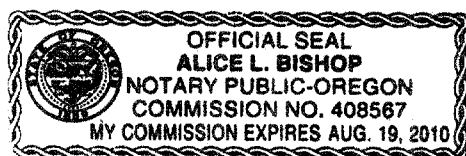
On this 28th day of August, 2007, personally appeared Robert T. Edmundson and Patricia A. Edmundson and acknowledged the foregoing instrument to be their voluntary act and deed.



Alice L. Bishop
Notary Public for Oregon
My commission expires: Aug 19 2010

STATE OF OREGON)
) ss
County of Klamath)

On this 30th day of August, 2007, personally appeared Kenneth Wilson and acknowledged the foregoing instrument to be his voluntary act and deed.



Alice L. Bishop
Notary Public for Oregon
My commission expires: August 19, 2010

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

ALL THAT PORTION OF BLOCK 8, IN THE TOWNSITE OF CHEMULT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS: TO-WIT: BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF THE DALLES-CALIFORNIA HIGHWAY NO. 97, WHICH POINT IS 50 FEET SOUTHEASTERLY FROM THE NORTHWEST CORNER OF SAID BLOCK 8; THENCE RUNNING AT RIGHT ANGLES TO SAID HIGHWAY NORTHEASTERLY 150 FEET, ALONG THE SOUTHERLY LINE OF THAT CERTAIN TRACT NOW OWNED BY BELLEVANCE; THENCE SOUTHEASTERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID HIGHWAY A DISTANCE OF 50 FEET; THENCE SOUTHWESTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID BLOCK 8 A DISTANCE OF 150 FEET TO THE EASTERLY LINE OF SAID HIGHWAY; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF SAID HIGHWAY A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF BLOCK 8, IN THE TOWNSITE OF CHEMULT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, DESCRIBED AS FOLLOWS, TO-WIT: A TRACT OF LAND BEGINNING AT A POINT WHICH IS 100 FEET IN A SOUTHERLY DIRECTION FROM THE NORTHWEST CORNER OF BLOCK 8 IN THE ORIGINAL TOWNSITE OF CHEMULT, OREGON; THENCE RUNNING IN AN EASTERLY DIRECTION AT RIGHT ANGLES TO THE DALLES-CALIFORNIA HIGHWAY NO. 97 A DISTANCE OF 150 FEET; THENCE IN A SOUTHERLY DIRECTION PARALLEL TO SAID DALLES-CALIFORNIA HIGHWAY NO. 97, A DISTANCE OF 50 FEET; THENCE IN A WESTERLY DIRECTION AT RIGHT ANGLES TO SAID HIGHWAY A DISTANCE OF 150 FEET; THENCE IN A NORTHERLY DIRECTION ALONG THE BOUNDARY OF SAID HIGHWAY A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING.

Tax Parcel Number: M35287, R168721, R168712

Exhibit B

A tract of land situated in Block 8, CHEMULT and in the SW 1/4 SW 1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the Easterly right of way line of the Dalles-California Highway and the Northerly line of Block 8, CHEMULT; said point also being the Northwest corner of Block 8, CHEMULT; thence Northeasterly along the Northerly line of said Block, 150 feet to the true point of beginning; thence continuing Northeasterly along said Northerly line 151.5 feet to the Northeasterly corner of said Block; thence South 20° 54' East along the Easterly line of said Block, 421.8 feet; thence South 70° 36' West 312.8 feet to the Easterly right of way line of said highway; thence Northwest along said highway right of way line 272.2 feet; thence Northeasterly parallel to the Northerly line of said Block, 150 feet; thence Northwesterly parallel to said highway 150 feet to the point of beginning.