

True-Line Surveying, Inc.

2011-012073

Klamath County, Oregon



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10/27/2011 02:37:13 PM

Fee: \$47.00

WELL AGREEMENT

Date: October 12, 2011

I Phylis Kim Estes, being duly sworn, depose and say that I am the owner of Parcels 1 and 2 of Land Partition 8-11, situated in the SW1/4 SW1/4 of Section 8, T39S, R8EWM, Klamath County, Oregon. I hereby create a well agreement between said parcels 1 and 2 of Land Partition 8-11 for the benefit of myself, my heirs, and assigns.

Terms are as follows:

Ownership- At all times during the term of this Agreement, the owner of Parcel 1 of Land Partition 8-11 shall be the owner of the well and the related pumps and equipment.

Use of Well- Parcels 1 and 2 shall both have an unrestricted right to utilize the water within the well.

Piping- Parcel 2 shall have the right to have one water pipe across Parcel 1's land beginning at the well and extending generally in a westerly direction to the lot line common to said Parcels 1 and 2. The purpose of this pipe is to ensure that Parcel 2 has the means to deliver water from the well to the existing dwelling situated on Parcel 2. In the event that the water delivery pipe to Parcel 2's land needs to be replaced, the new pipe shall be placed at approximately the same location and with approximately the same size pipe (not to exceed 2") as the previous pipe.

Access- At all times Parcel 2 has the right to enter upon and across Parcel 1's land to inspect, maintain, operate or repair the piping, well, related pumps and equipment. The area in which Parcel 2 has the right to enter upon and across Parcel 1's land for the above reasons shall be generally west of the well and/or along the existing underground piping.

Easement- By this agreement, a 30 foot wide access and utility easement is hereby established. Said easement shall be 15 feet on either side of a centerline per Exhibit (A). This easement is for the benefit of Parcel 2 with regard to use of the shared well.

Costs- Parcels 1 and 2 of Land Partition shall equally bear the costs associated with repair, maintenance, and the cost of the cost of energy to operate the pump(s).

Amendments- This agreement may be amended only by an instrument in writing executed by all parties. Any amendment shall not restrict the access and use rights appurtenant to Parcel 2 unless there is a separate well on parcel 2 unless there is a separate well on Parcel 2.

Governing Law- This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Attorney Fees- In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement or which is based thereon, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s) with respect to attorney fees incurred prior to and during the arbitration proceedings and by the court or courts, including any appellate court, in which such matter is tied, heard, or decided, including the

court which hears any exceptions made to an arbitration award submitted to it for confirmation as a judgment with respect to attorney fees incurred in such confirmation proceedings.

Be it remembered on this 17 day of October 2011, personally appeared before me Phyllis Kim Estes who is known to be the identical person described in and who executed the above instrument and who acknowledged to me that she executed the same freely and voluntarily.

Phyllis Kim Estes
Phyllis Kim Estes

In witness whereof,

STATE OF OREGON)
)
COUNTY OF KLAMATH)

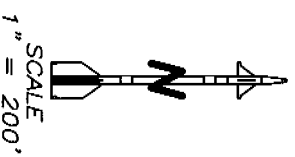
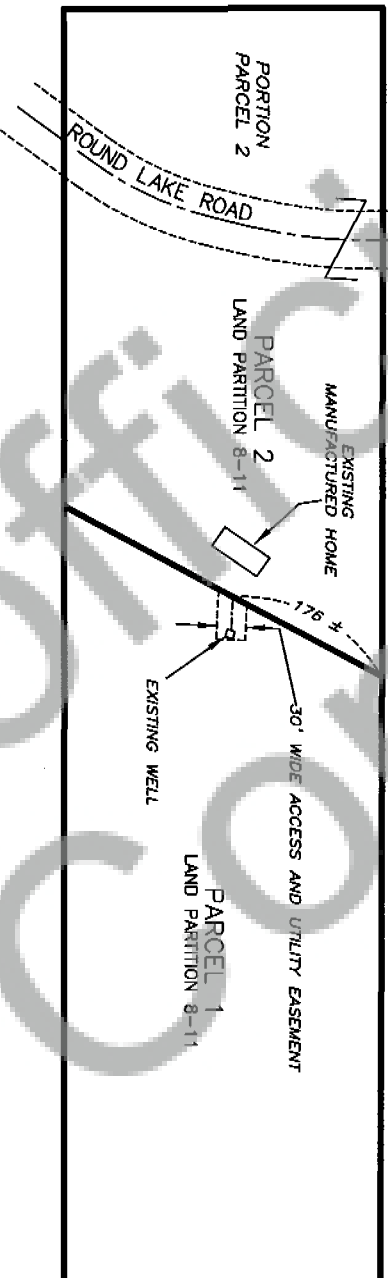
Personally appeared Phyllis Kim Estes, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:



Elizabeth Nan Patterson
Notary Public for the State of Oregon
My Commission Expires: August 19, 2013

Unofficial Copy

"EXHIBIT A"
TO ACCOMPANY WELL AGREEMENT



TRU SURVEYING INC. LINE
2333 SUMMERS LANE
KLAMATH FALLS, OREGON 97603