

SHARED WELL AGREEMENT/*Ownership Information*

This well agreement is entered into and made a part of each deed of the properties commonly known as 12774 Christopher Drive, Keno, Oregon and 12630 Christopher Drive, Keno, Oregon.

- 1) As both residences use the same well to supply water to their residences and as the said well is located on the property of 12774 Christopher Drive, an easement is granted by ~~Jon Hicks~~, owner of 12774 Christopher Drive, to Jon Hicks, owner of 12630 Christopher Drive for maintenance and repair of water line to 12630 Christopher Drive. Said easement shall be perpetual and run with ownership of the above stated properties. *RCAL*
- 2) This agreement shall permit well water sampling and testing by a responsible local authority at any time at the request of any party. Furthermore, this agreement requires that corrective measures be implemented if testing reveals a significant water quality deficiency.
- 3) Should any owners of 12774 Christopher Drive no longer have need for this shared well system, this agreement assures continuity of water service to 12630 Christopher Drive.
- 4) The shared well water shall be used for bonafide domestic purposes only.
- 5) There will be no additional living units connected to the shared well system without the written consent of all parties and an appropriate amendment to this agreement.
- 6) Neither party will locate or relocate any part of a sewage disposal system within 100 feet of the shared well.
- 7) Should and emergency situation arise in which one owner is not on site, the other owner will have the right to correct the emergency. An emergency is defined as a failure of any shared portion of the system to deliver water upon demand.
- 8) The shared costs may be readjusted when there may be significant changes in well pump energy rates, occupancy, or use of the property.
- 9) Costs are to be shared equally for maintenance, replacement, or improvement. Costs are to be agreed upon in writing prior to maintenance, replacement, or improvement. Any necessary replacement or improvements must at least restore original system performance.
- 10) The property owner of 12774 Christopher Drive shall receive from the property owner of 12630 Christopher Drive the sum of one-half the monthly cost of electricity to run the pumps and heat the pump house. The monthly cost is due and payable on the 5th day of each month when ever the residence at 12630 Christopher Drive is occupied or water is being used.
- 11) Each property owner is responsible for prompt repair of any leak in his/her water service line or plumbing. Each property owner is also responsible for any repair costs to correct system damaged by a resident or guests at his/her property. Furthermore, each property owner is responsible for necessary repairs or replacement of the service line connecting his/her property.
- 12) All payments of the system operation, maintenance, replacement, or improvements shall be prompt.
- 13) Should any disputes or impasse between the parties to this agreement arise with regard to the system or terms of this agreement, the dispute or impasse shall be decided upon binding arbitration through the American Arbitration Association, or a similar body and may be initiated at any time by any party to the agreement. The parties to the action shall equally share arbitration cost.

****Kathleen Adair-Harlow** *Kathleen Harlow 10-24-01*

Owner of 12774 Christopher Drive: *Curtis Harlow* Date: *10-24-01*

Owner of 12630 Christopher Drive: *Jon Hicks* Date: *10-23-01*

THIS ACKNOWLEDGMENT IS ATTACHED TO A SHARED WELL AGREEMENT DATED 10/24/01

State of Oregon

56958

County of KLAMATH

OCTOBER 23, 2001

Personally appeared the above named JON HICKS
and acknowledged the foregoing instrument to be HIS voluntary act and
deed.

WITNESS My hand and official seal:

(seal)

Lisa Weatherby
Notary Public for Oregon

My Commission expires: 11/20/03



State of Oregon

County of KLAMATH

OCTOBER 24, 2001

Personally appeared the above named ROBERT CURTIS HARLOW AND KATHLEEN ADAIR HARLOW
and acknowledged the foregoing instrument to be THEIR voluntary act and
deed.

WITNESS My hand and official seal:

(seal)

Lisa Weatherby
Notary Public for Oregon
My Commission expires: 11/20/2003



State of Oregon, County of Klamath
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Linda Smith,
County Clerk Fee \$ 26.00