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Joe & Charri Chavez  
5127 Hwy 39  
Klamath Falls, OR 97603

David & Nancy Morrison  
5333 Hwy 39  
Klamath Falls, OR 97603

## WELL AGREEMENT

THIS AGREEMENT made by and between Joe and Charri Chavez, hereinafter called "Owners" and David and Nancy Morrison, hereinafter called "Users":

## RECITALS

A. WHEREAS, Users are now purchasers and owners of a certain parcel of real property (5333 Hwy 39) located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

TWP 39 RNGE 10, BLOCK SEC 18, TRACT PARCEL 2 OF PARTITION #10-96, ACRES 1.34, #EM, 27590; MAP: R-3910-01800-00902-000, CODE 100

which said parcel of real property utilizes water from a well, located on one specific parcel of property, and

B. WHEREAS, Owners have and continue to maintain ownership of certain real property (5127 Hwy 39) located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

TWP 39 RNGE 10, BLOCK SEC 18, TRACT PARCEL 1 OF PARTITION #10-96, Acres 4.01, MULT MS S X# 189862, 224015; MAP: R-3910-01800-00900-000; CODE 100

which said parcel of real property is the site of the above cited well; and

C. WHEREAS, Users and Owners desire to enter into an agreement to allow for the use and maintenance of the well, pump, pump-house, piping and casings, as well as to enter into an agreement to allow for the maintenance and use thereof

The parties agree as follows:

1. That Owners shall oversee and maintain the water, pump, pump-house, piping, and casings of that certain well located on the Owner's property which said well is generally described as being located at a point which is approximately 300 feet east of the western property line of the Owner's property, measured at a point which is approximately 400 feet north of the southern property line; which such well shall be hereinafter referred to as "SHARED WELL"
2. That Users shall have the right to purchase domestic water from "SHARED WELL" at the rate of \$10 per month for so long as User's property does not have a well on its own property to provide such water. Said rate may be adjusted by both parties after five (5) years from the date of this Agreement, upon Owners giving Users 60 days written notice.
3. One half (1/2) of said fees shall be deposited into a maintenance fund specifically allocated only to the maintenance of said "SHARED WELL"
4. It shall be the responsibility of the Owners to maintain said "SHARED WELL," and to see that water is available to the Users.
5. In case of the necessity of major repairs, costing significantly more than the money available in the well maintenance fund Users shall be responsible to pay 40% of said costs. The parties agree that before any major expense is incurred, the parties shall jointly agree to the nature and amount of such expenditure, before work is commenced and before any such expense is incurred.
6. Should an emergency situation arise in which the owner is not on site, the other party 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.

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7. Each of the parties hereto agree that they shall share the water produced by the said well, and that Users shall be limited to one domestic water well hookup, unless this Agreement shall be modified by the mutual agreement of the parties.

8. All payments of the system operation, maintenance, replacement, or improvements shall be prompt

9. Excepting only inasmuch as shall presently be in existence, there shall not be constructed or maintained within 100 feet (100') radius of the said well, so long as the same is operated to furnish water for domestic consumption, any of the following: cesspools, sewers, privies, septic tanks, drain fields, manure piles, garbage of any kind or description, barns, chicken houses, rabbit hutches, pig pens or other enclosures or structures for the keeping or maintenance of fowls or animals, or storage of liquid or dry chemicals, herbicides or insecticides.

10. The rights created by this Agreement shall run with the land and in the event any party sells the land subject to the within SHARED WELL Agreement, the purchaser shall be bound by this agreement.

11. This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns. In construing this instrument, and where the context so charges shall be implied to make the provisions hereof apply equally to corporations and to individuals.

12. 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 a jointly agreed upon arbitrator. The parties to the action shall equally share arbitration cost

IN WITNESS WHEREOF the parties have set their hands and seals the day and year set forth herein below

Joe Chavez  
Joe Chavez

5-1-02  
Date

David G. Morrison  
Garr Chavez David G. Morrison Date

David Morrison Charri L. Chavez  
David Morrison Charri L. Chavez Date

Nancy Morrison  
Nancy Morrison Date

STATE OF OREGON, County of Klamath; ss.

PERSONALLY appeared before me on the 15<sup>th</sup> day of May, 2002, the above-named parties and acknowledged the foregoing instrument to be voluntary act and deed.

M. A. Silveria  
NOTARY PUBLIC

My Commission Expires 11-01-04

