

RETURN TO AFTER RECORDING:
DENNIS L. THOMPSON
65440 TWEED RD
BEND, OR 97701

2009-010237

Klamath County, Oregon



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07/29/2009 08:49:56 AM

Fee: \$36.00

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 2nd day of July, 2009, by and between Roscoe Divine, party of the first part, hereinafter referred to as the "supplying party", and Dennis Thompson, party of the second part, and hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the owner of property known as 23544 Crescent Lake Road, Forest Service Lot #21, Crescent Lake, Oregon, 97733, located in the County of Klamath, State of Oregon, which property is more fully described as follows, to wit:

R-2406-00000-00100-E03

And

WHEREAS, the supplied party is the owner of property known as 23542 Crescent Lake Road, Forest Service Lot #20, Crescent Lake, Oregon, 97733, located in the County of Klamath, State of Oregon, which property is more fully described as follows, to wit: R-2406-00000-00100-E02

And

WHEREAS, the undersigned parties deem it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water; and

WHEREAS, there is located a well upon 23544 Crescent Lake Road, Crescent Lake, Oregon, together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and

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future owners, their heirs, successors and assigns of the properties connected thereto, and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on 23544 Crescent Lake Road shall be used by the parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions.

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing hereon, are hereby granted the right in common with the other parties to this Agreement to draw water from the well located on 23544 Crescent Lake Road for quotidian domestic use.
2. That the owners or residents of the dwellings located on 23542 Crescent Lake Road, as of the date of this Agreement shall:
 - a. Pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by two, it being understood that the supplying party and the supplied party shall pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses shall include the cost of repairs and maintenance on said well and water distribution system.
3. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
4. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements

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over, across and through the respective parcels as shall be reasonably necessary for the construction for the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.

5. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
6. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.
7. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the County Clerk of the County of Klamath, State of Oregon. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.
8. That the term of this Agreement shall be perpetual, except as herein limited.

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9. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

SUPPLYING PARTY:

BY [Signature]

DATE 7-02-09

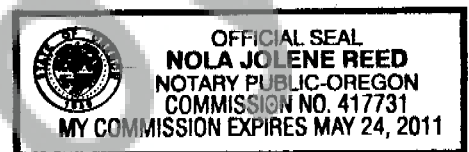
County of Lane
State of Oregon)^{ss}

Sworn and subscribed before me this 2nd day of July, 2009.

[Signature: Nola Jolene Reed]

Notary Public

My commission expires: 5/24/2011



SUPPLIED PARTY:

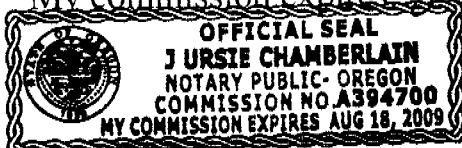
BY [Signature: Dennis L. Thompson]

DATE 7-16-09

County of Deschutes
State of Oregon)^{ss}

Sworn and subscribed before me this 16th day of July, 2009.

Notary Public [Signature]
My commission expires: 8-18-09



[Signature]
7-02-09