

DAN GRAHAM
85874 EDENVALE RD
PLEASANT HILL, OR 97455

2009-012928
Klamath County, Oregon



10/01/2009 09:51:26 AM

Fee: \$77.00

A SHARED WELL AGREEMENT

This Agreement, made and entered into this 30th day of August, 2009 by and between Bettis and Rossnagle, party of the first part, hereinafter referred to as the "supplying party" and Graham and Watson, 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 Lot 36, Crescent Lake (Parcel 1), located in the County of Klamath, State of Oregon, which property is more fully described as follows, to wit:
Cabin #36, Steve and Misty Bettis and Brady and Jennifer Rossnagle, Crescent Lake, 24280 Crescent Lake Highway, Crescent Lake, OR 97425

Location of Well: County = Klamath, Township=24.00S, Range=6.00E WM, Section 15, NE1/4,SW1/4,
TaxLot 100F9

And fully described as follows, to wit:

Lot #34, Trust of Dan A. and Marilyn B. Graham

Cabin #34, Crescent Lake, 24176 Crescent Lake Highway, Crescent Lake, OR 97425

And

Lot #35 Jerry H. and Laura Watson

Cabin #35, Crescent Lake, 24178 Crescent Lake Highway, Crescent Lake, OR 97425

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 Lot#36 Crescent Lake (Parcel 1), 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 future owners, their heirs, successors and assigns of the properties connected thereto; and

WHEREAS, the said well is deemed by the parties hereto to be of adequate capacity to supply a single family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein; and

WHEREAS, the water distribution system will have a continuous and satisfactory operation in accordance with the terms of this Agreement; and

WHEREAS, the water from the well will undergo after completion a water quality analysis from the State of Oregon health authority and will be determined by the authority to supply safe and potable water; 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 Lot #36, Crescent Lake (Parcel 1) 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 thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Lot #36, Crescent Lake for quotidian domestic use excluding the right to draw water to fill swimming pools of any type.
2.
 - a. Pay or cause to be paid to the supplying party, one third of the total expense of the complete well installation, connection and water testing for Lot #36.
 - b. 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 three, it being understood that the supplying party and supplied party shall pay an amount equal to one third of the total necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures; and the arbitrator's decision shall be definitive.
6. That the supplied party shall pay to the supplying party his proportionate share for the cost of energy for the operation of the pumping equipment. This cost shall be determined by a separate agreement for each dwelling and for each parcel.
7. That it is the agreement of the parties hereto that the payment for energy cost shall be made no later than the First day of September of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of 60 days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.

8. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation shall permit water distribution service to be reinstated upon curative action.
9. That each of the parties to this Agreement does hereby grant to the other, his heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. These easements are described below, to wit: (Describe easements, if any and cite Warranty Deed)


Well and supply lines to all parties are located on National Forest Property, and each dwelling is a defined lot on National Forest Property.

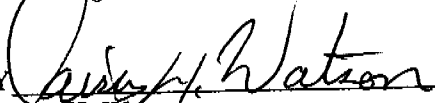
10. That no party may install landscaping or improvements that will impair the use of said easements.
11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
12. That only those parcels of real estate hereinabove described and the dwelling 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.
13. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
15. 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 Register of Deeds 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 use of the well. The terminated parties 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.
16. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party.

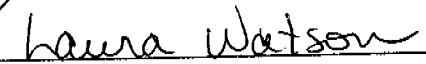
17. That the said well and this Agreement, if amended, shall serve no more than three single family dwelling units or three parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.
18. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.
19. That the term of Agreement shall be perpetual, except as herein limited.
20. 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.

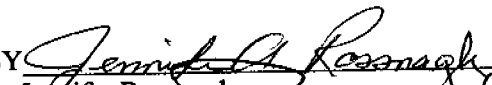
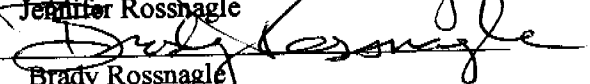
IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.


BY  Lot #36
Steve Bettis

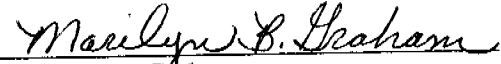

Misty Bettis

BY  Lot #35
Jerry H. Watson


Laura Watson

BY  Lot #36
~~Jennifer Rossnagle~~

Brady Rossnagle

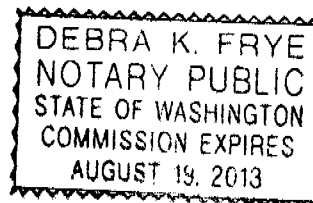
BY  Lot #34
Dan A. Graham


Marilyn B. Graham

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

BY Jennifer A. Rosnagle Lot #36
Jennifer Rosnagle
Brady Rosnagle
9/25/09
Date



JURAT
State of Washington
County of Thurston
Subscribed and sworn/affirmed to before me this 25 day of Sept
2009, by Jennifer A & Brady Rosnagle
Debra K Frye
Notary Public
My Commission Expires: 08-19-2013

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

BY: Dan A. Graham Lot #34

Dan A. Graham

Marilyn B. Graham
Marilyn B. Graham

9/8/2009
Date

STATE OF OREGON

County of Lane

ss.

FORM No. 23—ACKNOWLEDGMENT.
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Portland, OR 97204 © 1992

BE IT REMEMBERED, That on this 8th day of September, 2009,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Dan A. Graham and Marilyn B. Graham

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

[Signature]
Notary Public for Oregon
My commission expires 12/14/10

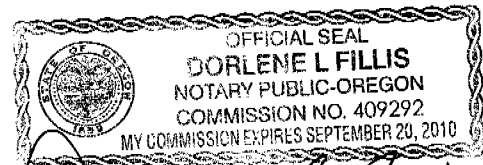
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

BY *Steve Bettis* Lot #36
Steve Bettis

Misty Bettis
Misty Bettis

11 Sept 09
Date



Dorlene L. Fillis

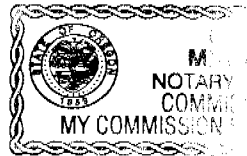
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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal.

BY Jerry H. Watson Lot #35
Jerry H. Watson

Laura Watson
Laura Watson

Sept 8, 2009
Date



State of Oregon

County of Polk

Signed or attested before me on 9-8-09 by Jayrus H. Watson

and Laura Watson

Mindy Condon -Notary Public-Oregon

My commission expires: 2-5-2010

