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2015-006038

Klamath County, Oregon

06/10/2015 01:50:42 PM

Fee: \$67.00

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attn: Tyler J. Bellis
McEwen Gisvold, LLP
1100 SW 6th Avenue, Suite 1600
Portland, OR 97204

**UNTIL A CHANGE IS REQUESTED,
ALL TAX STATEMENTS SHALL BE
SENT TO THE FOLLOWING
ADDRESS:**

NO CHANGE

SHARED WELL AGREEMENT

THIS AGREEMENT, Made this 4th day of February, 2015, by and between
John T. Anderson and Susan A. Anderson, husband and wife, first parties, and, Wells Fargo
Bank, N.A., second parties,

WITNESSETH

THAT WHEREAS, First parties own the real property described as:

Lot 1,

A Parcel of Land being a portion of Lot 1, Block 13, Klamath River Acres, First Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the SW1/4 of Section 25, T39S, R07E of the Willamette Meridian, being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 1, Block 13, Klamath River Acres, First Addition; Thence, South 42°12'26" West, 334.69 feet to the northeasterly Right-of-Way line of Clover Creek Road; Thence, along said northeasterly Right-of-Way line, North 41°40'46" West, 337.00 feet to the northwest corner of said Lot 1; Thence, along the north line of said Lot, South 89°31'00" East, 448.96 feet to the point of beginning.

Basis of Bearings is Grid North of the Oregon Coordinate Reference System, Bend-Klamath Falls Zone.

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WHEREAS, Second parties own the real property described as:

Lot 2,

A Parcel of Land being a portion of Lot 1, Block 13, Klamath River Acres, First Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the SW1/4 of Section 25, T39S, R07E of the Willamette Meridian, being more particularly described as follows:

BEGINNING at the northeast corner of said Lot 1, Block 13, Klamath River Acres, First Addition; Thence, along the easterly line of said Lot, South 01°05'16" East, 511.46 feet to the northeasterly Right-of-Way line of Clover Creek Road; Thence, along said northeasterly Right-of-Way line, North 41°40'46" West, 352.74 feet; Thence, leaving said northeasterly Right-of-Way line, North 42°12'26" East, 334.69 feet to the point of beginning.

Basis of Bearings is Grid North of the Oregon Coordinate Reference System, Bend-Klamath Falls Zone.

WHEREAS, There is a well near the common lot line between said Lots 1 and 2 and that said well now supplies the water for the residence on Lot 2; and

WHEREAS, Lot 1 is now a vacant lot, but first parties wish to reserve the right to the use of said well for the purpose of providing domestic water to improvements which may hereafter be constructed on said Lot 1,

NOW THEREFORE, In consideration of the premises, it is hereby mutually covenanted and agreed as follows:

1.

First parties do hereby give and grant unto second parties, their heirs, grantees and assigns, for the benefit of said Lot 2, the perpetual right and easement for ingress and egress upon said Lot 1 for the purpose of installing, maintaining, repairing and replacing said well and associated plumbing and electric equipment with which to service second parties' said property, and second parties do hereby give and grant unto first parties, their heirs, grantees and assigns for the benefit of said Lot 1, the perpetual right and easement in and to said water well and of ingress

and egress upon said Lot 2 for the purpose of installing, maintaining, repairing and replacing the coils in said well with which to service first parties' said property.

2.

First parties do hereby covenant and agree for themselves, their heirs, grantees and assigns that in the event they wish to use said well for providing water to improvements constructed upon Lot 1, that they will at their own expense install appropriate plumbing and electric equipment.

3.

Until such time as the owners of Lot 1 start using said well for the benefit of Lot 1, the owners of Lot 2 shall be solely responsible for the maintenance, testing and repair of said well. After the owners of Lot 1 commence using said well, the owners of each Lot shall be responsible for one-half of said costs of maintenance, testing and repair. The owners of each Lot shall pay their proportionate share for the cost of operating said well and its pumping equipment.

4.

In the event that the referenced well shall become contaminated or abandoned and 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. 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.

5.

It is mutually covenanted and agreed by all the parties hereto, their heirs, grantees and assigns, that in the event of any dispute or disagreement with respect to the joint use of the well described herein, prior to the initiation of any litigation, the parties shall be required to attend, and in good faith participate, in mediation of their disputes. Mediation of that dispute shall be conducted by a third party neutral in or near Klamath Falls, Oregon. The costs of any such mediation shall be borne evenly by the parties. Good faith participation in mediation is a

condition precedent to the receipt of reasonable attorney fees relating to litigation as described in the following paragraph.

6.

A good faith attempt shall be made by the party who deems such maintenance, testing and/or repair necessary to contact the other party requesting payment of one-half of the costs of said maintenance, testing or repair. In the event that, after a good faith attempt to contact the other party is made, or there is an emergency that requires repair and/or maintenance prior to contact with the other party, the party wishing to conduct the maintenance, testing or repair may pay for the entirety of the maintenance, testing or repair and then seek reimbursement from the other party. In the event the other party fails to make payment within thirty (30) days after a written request for payment from the other party, the party having made said payment shall be entitled to receive reimbursement, plus interest at a rate of nine percent (9%) per annum from the other party.

7.

Each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective improvements located on their respective properties.

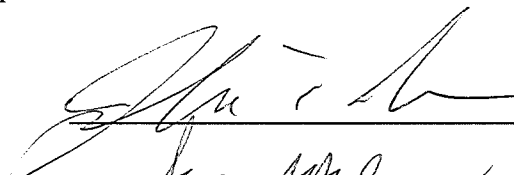

8.

It is mutually covenanted and agreed by all of the parties hereto, their heirs, grantees and assigns that in the event the owner of either of said Lots shall at any time hereafter institute any suit or action to enforce any of the covenants and agreements herein contained and/or for damages for the breach of same, the Court may award to the prevailing party therein such sum as it may adjudge reasonable as attorneys fees in addition to the costs and disbursements provided by law.

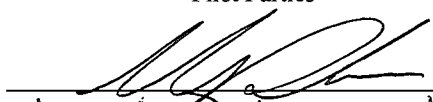
9.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

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

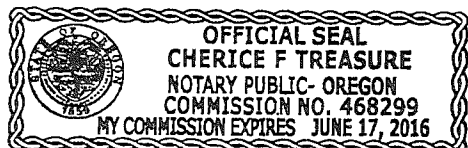
 (SEAL)
 (SEAL)


First Parties

 (SEAL)
Maria Palos for Wells Fargo
Second Parties Bank NA.

STATE OF OREGON; County of Klamath) ss.

SUBSCRIBED AND SWORN TO BEFORE ME this 16 day of June, 2015, by John T. Anderson and Susan A. Anderson.




NOTARY PUBLIC FOR OREGON
My Commission expires: 6/17/2016

STATE OF _____; County of no attached) ss.

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____, 2015, by _____, representative and on behalf of Wells Fargo Bank.

NOTARY PUBLIC FOR OREGON
My Commission expires:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature

