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AFTER RECORDING, RETURN TO:

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Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

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Fee: \$62.00

RESTATED AND AMENDED WELL AGREEMENT

THIS AGREEMENT is made effective the 1 day of April 2015, by and among Gene Griffith and Mari Jo Griffith, husband and wife; John Huntley and Margaret Huntley, husband and wife; David Warner and Linda Warner, husband and wife; and Jeffrey Biesnecker and Elizabeth White-Hurst, husband and wife.

RECITALS:

A. By Well Agreement dated August 11, 1982, and recorded June 2, 1983, in Volume M83 at Page 8552 of the Deed Records of Klamath County, Oregon, John Huntley and Margaret Huntley and the predecessors in interest of the other three parties to this Agreement entered into a Well Agreement to share the costs of drilling and constructing a hot water well and connecting the well to the parties' respective residences. The well was constructed in October 1982, and the circulation pump, piping, and other improvements required to provide heat and domestic hot water to the parties' residences were completed that fall.

B. David Warner and Linda Warner are the successors in interest to Robert H. Smith III and Mary Ellen C. Smith; Gene Griffith and Mari Jo Griffith are the successors in interest to Hans Raymond Jewel and Thalia Anne Jewel; and Jeffrey Biesnecker and Elizabeth White-Hurst are the successors in interest to Russell A. Dunn and Sandra M. Dunn.

C. The subject well was drilled and constructed on the land owned by Russell A. Dunn and Sandra M. Dunn, now owned by Jeffrey Biesnecker and Elizabeth White-Hurst.

D. By this Restated and Amended Well Agreement, the parties desire to update the Agreement that binds and benefits them and to better define the parties' rights and obligations for the use, operation, and maintenance of the subject hot water well and heating system.

AGREEMENT

For good and valuable consideration, which includes the faithful and timely performance by each of the parties of the terms of this Agreement, the parties mutually agree and covenant as follows:

1. The hot water system, ownership of which is shared equally by the parties to this Agreement, consists of the well, well casing, pump house, electrical panel, downhole heat exchanging loop, closed supply loop pipeline from the well to the land owned by each of the

parties ("heating loop"), and supply lines from the heating loop to each of the residences owned by the parties.

2. Each party to this Agreement is responsible for the cost of upkeep and repair of the supply line from the heating loop to the parties' residence, together with the heating system, hot water exchange system, and other components of the parties' residential heating system, domestic hot water system, and other improvements owned by each party, but not including the heating loop. Each party shall effect such repairs in a prompt manner so as to not unduly interrupt the supply of hot water to the other parties or to cause loss of water and water pressure to the circulation system.

3. The parties agree to continue to share equally the costs of operating and maintaining the commonly owned improvements described in paragraph 1, above. In the event a party determines that the commonly owned system, or any component thereof, is in need of maintenance, repair, replacement, or other upkeep, that party shall, by reasonably expeditious means, notify the other parties to this Agreement of the maintenance needs. The parties who are available shall communicate with each other to arrive at an agreement as to the extent of the upkeep required and retain an appropriate contractor to perform the necessary work. If the parties anticipate that the cost of the necessary work will exceed \$1,000, the parties shall request a written estimate and/or bid and provide a copy of the estimate and/or bid to every party to this Agreement. Upon receipt of the estimated cost, the parties shall tender their $\frac{1}{4}$ share of the estimated cost to the party(s) then designated as the Fund Managers. As of the date of this Agreement, Jeffrey Biesnecker and Elizabeth White-Hurst are the designated Fund Managers. If the payment of a parties' pro rata share of the cost is not made within ten days of notice to those parties, the other parties may terminate the defaulting parties' use of the hot water system, and the non-defaulting parties may take such action as is reasonably necessary to close the valve from the heating loop to the residence of the defaulting parties or to otherwise discontinue service of hot water to the defaulting parties. Provided, however, that hot water service to the defaulting parties shall not be terminated prior to actual notice to the defaulting parties of the default, and then only if discontinuance of the heat supply to those parties will not result in damage to the parties' residence and other improvements due to frost or other cold weather events.

4. It is the parties' intent that in the event it is appropriate and necessary to maintain, repair, or replace the hot water system, such maintenance, repair, or replacement shall be completed without delay. The absence of a party or the inability of the other parties to communicate with a party shall not prohibit the other parties from proceeding without delay to undertake such necessary and appropriate maintenance, repair, or replacement work.

5. The parties also agree to continue equally sharing the costs of electrical power used by the heating system. Currently, the parties each pay to the Fund Managers the sum of \$75 each per calendar quarter. The Fund Managers deposit the funds in a designated account for the operation and maintenance of the hot water system, and then pay the costs of power and other operation and maintenance expenses out of that account. Upon notice from the Fund Managers, the parties shall promptly pay to the Fund Managers such additional amounts as the Fund Managers determine necessary to maintain a reasonable balance in the fund account for the

payment of electrical charges and other normal operation and maintenance expenses.

6. In the event that any party fails to pay their proportionate share of ongoing electrical power and other operation and maintenance expenses, or their proportionate share of necessary repairs, maintenance, and upkeep, the other parties to this Agreement, or any of them, may advance the funds necessary to pay said expenses and costs to prevent the filing of a construction lien or other collection action by the power company or the contractor retained to perform such maintenance and upkeep. Advancing parties shall be entitled to interest on the amount of the advance at the rate of 12 percent per annum. In addition to paying their proportional share of the cost or expense, the defaulting parties shall pay interest to the advancing parties at the rate of 12 percent per annum from the date of the advancement until paid in full.

7. In addition to sharing the cost of performing necessary maintenance, repair, and replacement of the well and heating system, the parties also agree to pay proportionally the cost of repairing any damage done to the premises of any party during such maintenance, repair, or replacement activity. To the extent that lawn and other landscaping must be excavated or is otherwise damaged, the area of the repair shall be returned to the condition it was in before the damage occurred.

8. The interest of each party in the hot water well and supply system is limited to supplying heat and domestic hot water to their single-family residence, which use may include a hot tub or similar spa. It being understood and agreed that any increase in the existing use of the system may result in a reduction of the temperature of the water and the hot water supply, thereby adversely affecting the use of the system by all of the parties.

9. Jeffrey Biesnecker and Elizabeth White-Hurst hereby give, grant, and confirm to the other parties an Easement on, over, under, and across their land for the purpose of operating, maintaining, repairing, and replacing the hot water well, well house, pump, electrical supply, and other components of the system. Each of the parties hereby grants and confirms to each of the other parties a Perpetual Easement on, over, under, and across their land for the operation, maintenance, repair, and replacement of the heating loop.

10. Each party's interest in the hot water well, improvements, and supply lines is appurtenant to the land currently owned by that party, and the right of use of the well and heat from the well cannot be severed from or otherwise assigned or transferred to any other land without the prior written consent of all of the parties then holding an interest in the hot water well and heating system.

11. In the event any parties fail to perform any obligation under this Agreement, and such failure to perform shall continue for a period of ten days after a non-defaulting party has provided written notice to such defaulting parties, then the non-defaulting parties shall be entitled to require such performance by suit for specific performance and, where appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law and those rights of cure and reimbursement specifically granted under this Agreement.

12. In the event of any litigation arising under the terms of this Agreement, the prevailing parties shall recover from the losing parties the prevailing parties' reasonable attorney's fees at trial or on appeal, as adjudged by the trial or appellate court.

13. The terms of this Restated and Amended Well Agreement relate back to and amend the original Well Agreement recorded June 2, 1983, and shall continue to bind and inure to each of the parcels of land described therein and the owners thereof, and shall be appurtenant to and run therewith. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit each party's successors, assigns, lessees, mortgagees, and this Agreement shall continue in perpetuity, unless amended or terminated in writing, executed by all of the parties to the Agreement or their successors in interest.

IN WITNESS WHEREOF, the parties have executed this Restated and Amended Well Agreement effective as of the date set forth above.



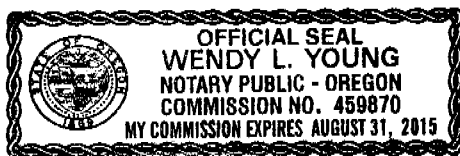
GENE GRIFFITH

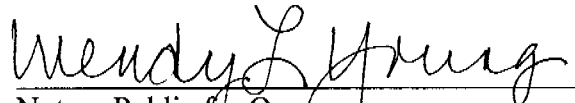


MARI JO GRIFFITH

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 29 day of ^{May} April 2015, by Gene Griffith and Mari Jo Griffith.





Notary Public for Oregon
My Commission Expires: 8.31.2015



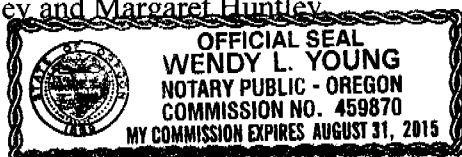
JOHN HUNTLEY

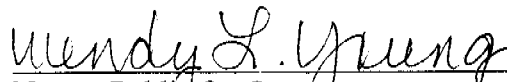


MARGARET HUNTLEY

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 27th day of April 2015, by John Huntley and Margaret Huntley.





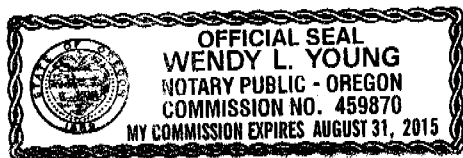
Notary Public for Oregon
My Commission Expires: 8.31.2015

David Warner
DAVID WARNER

Linda Warner
LINDA WARNER

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 20 day of April 2015, by David Warner and Linda Warner.



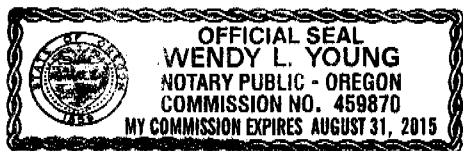
Wendy L. Young
Notary Public for Oregon
My Commission Expires: 8-31-2015

Jeffrey Biesnecker
JEFFREY BIESNECKER

Elizabeth White-Hurst
ELIZABETH WHITE-HURST

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me this 6th day of July 2015, by Jeffrey Biesnecker and Elizabeth White-Hurst.



Wendy L. Young
Notary Public for Oregon
My Commission Expires: 8.31.2015