

After recording return to:
Richard K. and Susan M. Dolan
2163 NW Lolo Dr.
Bend, OR 97701

2015-009691
Klamath County, Oregon
08/31/2015 02:25:49 PM
Fee: \$97.00

SHARED WELL AGREEMENT

61048AM

DATE: Aug 11th, 2015

PARTIES: Harold Grant Spies and Debra K. Spies ("Spies")
Mike Buckridge and Sherrie Buckridge ("Buckridge")
Collectively Owners of Parcel 46

AND: David Place and Joyce Place, Owner of Parcel 45 ("Place")

AND: Ric Bergey and Synthia Brooks, Owner of Parcel 47 ("Bergey")

RECITALS:

A. Spies and Buckridge own the property described on the attached Exhibit A ("Parcel A"). Place is the owner of the property described on the attached Exhibit B ("Parcel B"). Brooks is the owner of the property described on the attached Exhibit C ("Parcel C").

B. There is a well which serves all three parcels which until recently was believed to be on Parcel A. It appears that the well head itself is located on Parcel B. All of the rest of the well system including the pump house, well controllers, and pressure tanks are on Parcel A. All three parcels have been using the water from the well. The parties want to memorialize the agreements under which they have been operating for some time.

C. All the parties, Spies, Buckridge, Place and Bergey, agree to grant to the others to use the water from the well on Parcel B and the rest of the water system on Parcel A and C for all three parcels.

D. The parties desire to provide for the maintenance and repair of the existing water well located on Parcel B and related facilities located on Parcel A for the equitable sharing of the expenses of such maintenance and repair and for related matters.

E. As used in this agreement, common facilities shall mean the existing water well, pump, pipes, pressure tanks and the common related facilities and replacements thereof to the well head. Individual facilities shall mean the pipes, storage and individual pressure tanks, if any, and related facilities and replacements thereof from the well head and providing water to the respective parcels all of which facilities on either Parcel A or Parcel B.

AGREEMENTS:

1. Place, Spies and Buckridge hereby grant to each other the non-exclusive right to use water from the common facilities for household purposes in connection with one single family residence located on each Parcel A and Parcel B together with an easement for maintenance and repair of the common facilities and the individual facilities. Also Spies, Buckridge and Place grant to Bergey the non-exclusive right to use water from the common facilities on both Parcel A and Parcel B for household purposes in connection with one single family residence located on Parcel C together with an easement for maintenance and repair of the common facilities and individual facilities. The right to use water and easement granted herein shall be for the use and mutual benefit of Parcels A, B and C.

2. The common facilities shall be maintained in good condition and repair and kept at all times in good working order.

3. The owners of Parcels A, B and C shall each pay one-third of all expenses incurred for the maintenance and repair of the common facilities and one-third of all costs of operation of the common facilities. The owners of each parcel shall be responsible for the expenses in connection with any individual facilities serving the owner's parcel.

4. No party may terminate this agreement without the prior written consent of the owners of the other two parcels.

5. At the election of the owners of Parcels A and B, this agreement shall terminate and be of no further force and effect upon the availability of a public water supply becoming available to the other parcels whether or not the owners of such parcel choose to connect to such water supply.

6. A controversy arising out of or related to this agreement shall be settled by arbitration as provided in this paragraph and owner of a parcel described in recital A may demand arbitration at any time such owner believes such controversy exists. Demand shall be in writing served on the other owners and shall name the arbitrator appointed by the owner demanding arbitration. Within ten (10) days after service of the demand, the remaining owner shall appoint an arbitrator and give notice of the name of the arbitrator to the owner demanding arbitration. The two owners shall select a third arbitrator within ten (10) days after the appointment of the second arbitrator. If the owners receiving the demand for arbitration fail to designate a person to serve as arbitrator and give notice thereof, or if the two persons designated as arbitrators fail or refuse to select a third arbitrator, or if any arbitrator appointed fails or refuses to perform such arbitrator's duties, any owner may petition a court of competent jurisdiction for the appointment of an arbitrator.

7. The arbitration hearing shall be held in Eugene, Oregon, on not less than thirty (30) days notice to the parties. The decision of any two of the three arbitrators shall determine

the issues presented for arbitration. Each owner shall pay the fees and expenses of such owners appointed arbitrator and one-half of the fees and expenses of the third arbitrator provided that the arbitrators shall have the power to reward reimbursement to any party for such fees and expenses. In addition, the arbitrators shall have the power to award attorney's fees, as provided in Paragraph 8. This paragraph shall not be deemed to give the arbitrators any authority, power or right to alter, change, amend, modify, add to or subtract from the provisions of this agreement. The arbitrator shall have the authority to direct the maintenance and repair of the common facilities and to enforce the payment of each party's one-third of the cost of such maintenance or repair.

8. In the event of any legal or arbitration proceeding is commenced for the purpose of interpreting or enforcing any provision of this agreement, the prevailing party in said proceeding shall be entitled to recover a reasonable attorney's fee in such proceeding, or any appeal thereof, or any proceeding to enforce an arbitration award, to be set by the court or arbitrators without the necessity of hearing testimony or receiving evidence, in addition to the costs and disbursements allowed by law.

9. The parties intend that the rights and obligations arising under this agreement run with the land and enure to the benefit of and bind the successors in interest of the parties.

10. This agreement (including the exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

11. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors, and assigns.

12. A provision of this agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this agreement shall not operate as a waiver of such provision or any other provision.

13. **Notices.** Any notices or other communications required or permitted to be given under the terms of this agreement, or by law, may be given by personal delivery or certified mail, directed to the parties at the following addresses, or such other address as any party may designate in writing prior to the time of the giving of such notice, or in any other manner authorized by law:

Harold Grant Spies and Debra Spies:

36050 Jasper Road
Springfield, OR 97478

Mike Buckridge and Sherrie Buckridge: 87330 Green Hill Road
Eugene, OR 97402

David Place and Joyce Place: 2704 NW Starview Drive
Bend, OR 97701

Ric Bergey and Synthia Brooks: 600 N Erin Crest
Albany, OR 97331

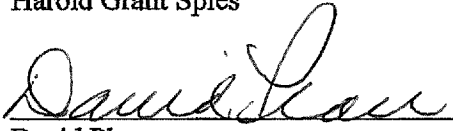
Any notice or other communication given shall be effective when actually received or if given by certified mail, then forty-eight (48) hours after the deposit of such notice in the United States mail with postage prepaid.

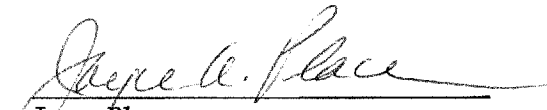
14. The applicable law for the purpose of interpretation of this agreement, or the enforcement of any rights or obligations hereunder, shall be the laws of the State of Oregon.

15. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Harold Grant Spies

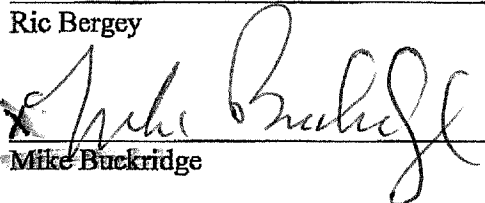
Debra L. Spies

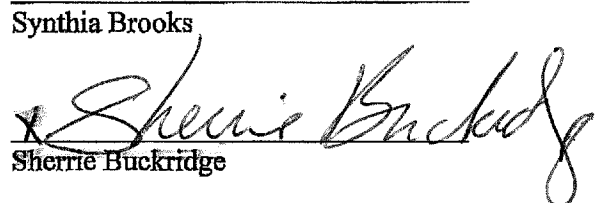

David Place


Joyce Place

Ric Bergey

Synthia Brooks

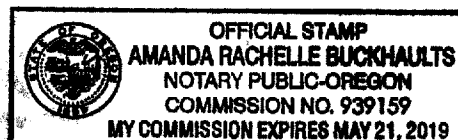

Mike Buckridge


Sherrie Buckridge

STATE OF OREGON; County of Lane; ss:

This instrument was acknowledged before me on the 11th day of August, 2015, by Harold Grant Spies.


Notary Public for Oregon



Mike Buckridge and Sherrie Buckridge: 87330 Green Hill Road
Eugene, OR 97402

David Place and Joyce Place: 2704 NW Starview Drive
Bend, OR 97701

Ric Bergey and Synthia Brooks: 600 N Erin Crest
Albany, OR 97331

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15. If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

Harold Grant Spies
Harold Grant Spies

Debra K Spies
Debra K Spies

N/A
David Place

N/A
Joyce Place

N/A
Ric Bergey

N/A
Synthia Brooks

X N/A
Mike Buckridge

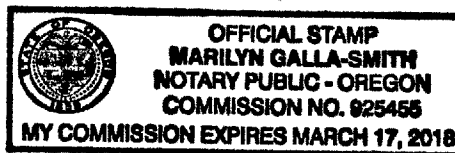
X N/A
Sherrie Buckridge

STATE OF OREGON; County of Lane; ss:

August This instrument was acknowledged before me on the 11 day of
_____, 2015, by Harold Grant Spies.

Marilyn Galla-Smith
Notary Public for Oregon

- 4 - Shared Well Agreement



Mike Buckridge and Sherrie Buckridge: 87330 Green Hill Road
Eugene, OR 97402

David Place and Joyce Place: 2704 NW Starview Drive
Bend, OR 97701

Ric Bergey and Synthia Brooks: 600 N Erin Crest
Albany, OR 97331

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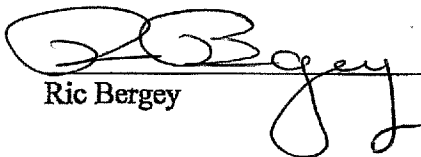
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Harold Grant Spies

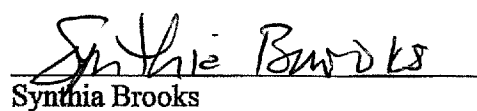
Debra L. Spies

David Place

Joyce Place



Ric Bergey



Synthia Brooks

X

Mike Buckridge

X

Sherrie Buckridge

STATE OF OREGON; County of Lane; ss:

This instrument was acknowledged before me on the _____ day of _____, 2015, by Harold Grant Spies.

Notary Public for Oregon

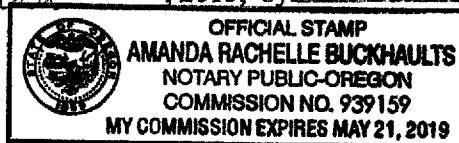
STATE OF OREGON; County of Lane; ss:

This instrument was acknowledged before me on the _____ day of _____, 2015, by Debra K. Spies.

Notary Public for Oregon

STATE OF OREGON; County of Lane; ss:

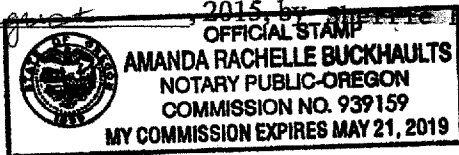
This instrument was acknowledged before me on the 11th day of August, 2015, by ~~Mike Buckridge~~ Mike Buckridge.



Amanda Rachel Buckhauls
Notary Public for Oregon

STATE OF OREGON; County of Lane; ss:

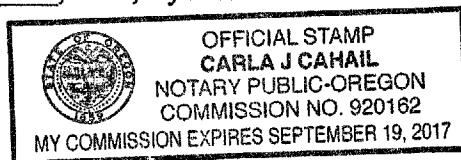
This instrument was acknowledged before me on the 11th day of August, 2015, by ~~Mike Buckridge~~ Sherry Buckridge.



Amanda Rachel Buckhauls
Notary Public for Oregon

STATE OF OREGON; County of Deschutes; ss:

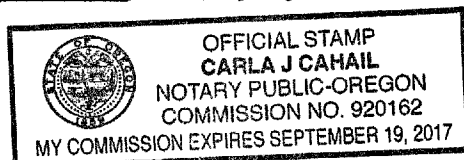
This instrument was acknowledged before me on the 19th day of Aug, 2015, by David Place.



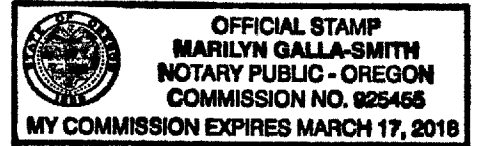
Carla J. Cahail
Notary Public for Oregon

STATE OF OREGON; County of Deschutes; ss:

This instrument was acknowledged before me on the 19th day of Aug, 2015, by Joy Place.



Carla J. Cahail
Notary Public for Oregon



STATE OF OREGON; County of Lane; ss:

This instrument was acknowledged before me on the 11 day of August, 2015, by Debra K. Spies.

Marilyn Galla-Smith
Notary Public for Oregon

STATE OF OREGON; County of Lane; ss:

This instrument was acknowledged before me on the _____ day of _____, 2015, by Mike Buckridge.

Notary Public for Oregon

STATE OF OREGON; County of Lane; ss:

This instrument was acknowledged before me on the _____ day of _____, 2015, by Sherrie Buckridge

Notary Public for Oregon

STATE OF OREGON; County of Deschutes; ss:

This instrument was acknowledged before me on the _____ day of _____, 2015, by David Place.

Notary Public for Oregon

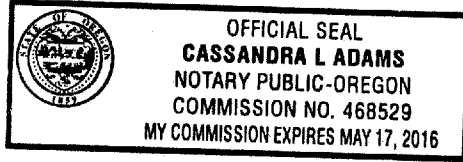
STATE OF OREGON; County of Deschutes; ss:

This instrument was acknowledged before me on the _____ day of _____, 2015, by Joyce Place.

Notary Public for Oregon

STATE OF OREGON; County of Linn; ss:

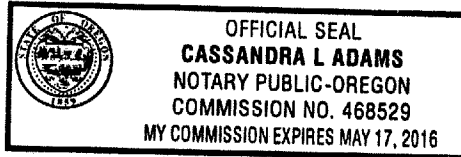
This instrument was acknowledged before me on the 21 day of August, 2015, by Ric Bergey.



C. Adams
Notary Public for Oregon

STATE OF OREGON; County of Linn; ss:

This instrument was acknowledged before me on the 21 day of August, 2015, by Synthia Brooks.



C. Adams
Notary Public for Oregon

EXHIBIT A

PARCEL A

Lot 46, Tract SH-1, Crescent Lake Recreation unit, Deschutes National Forest,
Klamath County, Oregon.

EXHIBIT B

PARCEL B

Lot 45, Tract SH-1, Crescent Lake Recreation unit, Deschutes National Forest,
Klamath County, Oregon.

EXHIBIT C

PARCEL C

Lot 47, Tract SH-1, Crescent Lake Recreation unit, Deschutes National Forest,
Klamath County, Oregon.