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07/11/2016 09:12:25 AM

Fee: \$67.00

(COVER SHEET)
SHARED WELL WATER AGREEMENT

GRANTOR PARTY ("SUPPLIER PARTY")

THOMAS W. TROXELL AND SANDY W. TROXELL

~~5054 NORTH PINNACLE POINT DRIVE~~~~SABINO SPRINGS~~

401 CORMORANT COURT

~~TROSON, AZ 85719~~

FORT COLLINS, CO 80525

GRANTEE PARTY ("SUPPLIED PARTY")

LEE RECREATION RESIDENCE TRUST

JON LEE TRUSTEE

8840 NW LOVEJOY STREET

PORTLAND, OR 97229

RETURN-TO ADDRESS

LEE RECREATION RESIDENCE TRUST

8840 NW LOVEJOY STREET

PORTLAND, OR 97229

RECORDING FEE ENCLOSED FOR 5-PAGE DOCUMENT + COVER ~~1022~~ $\$42.00 + (5 \times \$5.00) = \$67.00$

PAID BY CHECK # 1022, LEE REC. RES. TRUST

SHARED WELL WATER AGREEMENT

This Agreement, made and entered into this 5th day of July, 2016 by and between Thomas W. Troxell and Sandy W. Troxell, party of the first part, hereinafter referred to as the "supplying party", and the Lee Recreation Residence Trust, Jonathan Lee trustee, hereinafter referred to as the "supplied party":

WITNESSETH:

THAT WHEREAS, the supplying party is now the "owner" (current permit holder of record and owner of buildings and improvements) of the U.S. Forest Service property known as Lot 67 (Crescent Lake Recreational Parcel 67), located at 25158 Crescent Lake Cabin Road, Crescent Lake, Oregon 97733, in the County of Klamath, State of Oregon, is more fully described as follows, to wit:

Lot CL67 of the Crescent Lake SH-1 tract

WHEREAS, the supplied party, the Lee Recreation Residence Trust, is now the "owner" (current permit holder of record and owner of buildings and improvements) of the U.S. Forest Service land known as Lot 68 (Crescent Lake Recreational Parcel 68), located at 25160 Crescent Lake Cabin Road, Crescent Lake, Oregon 97733, in the County of Klamath, State of Oregon, is more fully described as follows, to wit:

Lot CL68 of the Crescent Lake SH-1 tract

WHEREAS, the undersigned parties deem it necessary to provide water 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 a well located upon U.S. Forest Service land, in the Crescent Lake Ranger District, immediately west of Lot 67 and Lot 68 (the CL67 and CL68 parcels of the SH-1 tract), for the purpose of supplying water to both parcels referred to herein, and for which the supplying party and supplied party received pre-approval in 2004 from the U.S. Forest Service to locate and develop the well; and

WHEREAS, the well's main water line, electrical power supply, electric meter and circuit breakers, downstream control valves and lines supplying each parcel with water are located on Lot 67 (CL67 of the SH-1 tract) parcel; and

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WHEREAS, in 2004, the supplying and supplied parties each contributed 50% of the costs of developing the well, and have since then shared the water from the well, shared the associated well testing, maintenance and repair costs, and the cost of electricity for pumping the well's water; and

WHEREAS, it is the intention and purpose of the undersigned parties that the well shall be used and operated to provide an adequate supply of water for each of the parcels connected thereto, for the domestic consumption of the occupants of said parcels, and to assure the continual and satisfactory operation and maintenance of the well for the benefit of the present and future owners, their heirs, successors and assigns of the parcels 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 reasonable domestic uses of a single family residing therein; and

WHEREAS, the water from the well has undergone a water quality analysis and has been determined to supply safe and potable water; and

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

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and plumbing and electrical equipment pertaining to it described herein shall be used by both parties to the 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 and for the exclusive use of the households residing thereon, are hereby granted the right in common with the other party to this Agreement, to draw water from the well located adjacent to Lot 67 and Lot 68 on U.S. Forest Service land, Crescent Lake Ranger District, for reasonable domestic use.

2. That the owners or residents of each of the dwellings located on the parcels 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 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 each pay an amount equal to one half of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repair and maintenance on said well and the plumbing and electrical equipment pertaining to it.

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 the consent of both 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.

5. That each party shall pay its proportionate share for the cost of energy for the operation of the pumping equipment.

6. That it is the Agreement of the parties hereto that the payment for energy cost shall be made each year during the term of this Agreement, no later than the annual due date of U.S. Forest Service permit fees.

7. That each of the parties to this Agreement does hereby grant to the other, its 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 the water pipes, plumbing equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement.

8. That no party may install landscaping equipment or improvements that will impair the use of the water system.

9. 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.

10. That only those parcels hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties does hereby covenant and agree that it will not allow or permit other

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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 its respective parcel.

11. That in the event the referenced well shall become contaminated 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 in accordance with the terms and conditions hereinafter described.

12. That upon the availability of such other source of water, it is contemplated that a reasonable amount of time shall be allowed to effectuate the necessary connections to the new source.

13. 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 to the owner of the other parcel. Upon termination of participation in this Agreement, the owner and occupant of each residence that is terminated from the Agreement shall have further right to the use of the well, in accordance with the terms of this Agreement or a succeeding Shared Well Agreement. The terminated parties shall disconnect their respective lateral connection from said well system and shall have further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection and reconnection to and from the well and water system shall be borne by the owner of the pertinent parcel.

14. That the undersigned parties shall permit periodic well sampling and testing by a responsible authority.

15. That the said well and this Agreement, if amended, shall serve no more than two single family dwelling units or two parcels, notwithstanding the ability of the parties to make other amendments to this Agreement.

16. That the parties may amend this Agreement to assure equitable distribution of shared costs and responsibilities.

17. That the term of this Agreement shall be perpetual, except as herein limited.

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

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

BY [Signature] DATE 7/5/16 Lot 67
Thomas W. Troxell

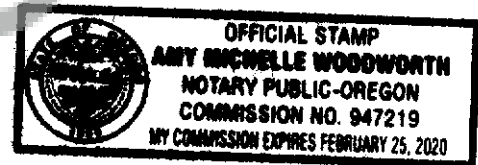
BY Sandy W Troxell DATE 5th 7/5/16 Lot 67
Sandy W. Troxell

BY [Signature] DATE July 5, 2016 Lot 68
Jonathan T. Lee, Trustee, Lee Recreation Residence Trust

State of Oregon
County of Deschutes

Signed before me on July 5th, 2016 by
Thomas W. Troxell, Sandy W. Troxell, and Jonathan T. Lee.

[Signature]
Notary Public - Oregon



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