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SHARED WELL AGREEMENT

R. A. GORDON AND ASSOCIATES, LLC

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Owner of Parcel 8 legally described in Exhibit "B", and Owner of Parcel 6 legally described in Exhibit "A" owners of adjacent parcels hereto, mutually and for value received agree to share the existing domestic water well located on Parcel 8 (herein after referenced as "well") as follows:

1. Whereas there is a well upon parcel 8 for the purpose of supplying water to the mausoleum and the residence on Parcel 6.
2. Whereas, it is the intention and purpose of the undersigned parties that the well and water should 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.
3. **Well Sharing.** Per the Shared Well Agreement, the Parcel 6 is entitled to a share in the use and enjoyment of said Well with Parcel 8. The share for each parcel is one half. No additional share (sharing of a share) is allowed without the consent of the owners of both parcels. That only those parcels of real estate hereinabove described and the dwellings 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 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 servicing his/her respective parcel. Said well is entitled to diversion of three acre feet of water per year (Calculate). In the event that the legal amount is reduced, or the aquifer capacity or the well and/or pump efficiency diminishes, the gallonage of each half share shall reduce or diminish accordingly.
4. **Easements.** Each parcel is benefited and burdened with underground electric line and water line easements to and from the well, together with right of ingress and egress for maintenance and repair of the well and associated equipment and of water and electric lines.
 - A. That no party may install landscaping or improvements that will impair the use of said easements.
5. **Electricity.** Well electricity is currently supplied by Parcel 6. Well electricity shall be estimated and equally shared as incurred, provided that the owners of either parcel may elect separately to meter the well electricity, the cost of which separate metering shall be paid by the owner electing it.

6. Maintenance and Repair. The owner of each parcel shall equally share and promptly pay any maintenance, repair, and/or replacement costs not covered by warranties and/or insurance including repair of the shed/ housing where the well is located. The owner of each parcel shall separately maintain and repair any plumbing, etc., lines which are separate from the pump.

a. Negligence of A Party. In cold weather, or when there is danger of a freeze, when a party leaves their residence for an extended period of time, and if the other residence is currently unoccupied, the party that leaves for an extended period of time, shall drain the entire pump system prior to leaving. If the party fails to do so, and there is damage to the system, the negligent party shall be solely responsible for any repairs necessary.

b. Emergency Situations. That each party shall have the right 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.

7. Withdrawal from Agreement. The owners of either parcel may withdraw from this agreement upon abandoning, in recorded writing, its share of use and enjoyment of this well. Such abandonment shall not affect any easements benefiting the non-terminated tract or burdening the terminated tract.

A. 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 waters 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.

B. 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 Recorder's Office, 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 disconnect their perspective lateral connection from said well system and 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 terminating parcel.

8. Enforcement of Agreement. In the event litigation relating to this agreement, the prevailing party shall be entitled to an award of his or her reasonable attorney's fees and costs, in addition to damages, specific performance, and/or injunctive or declaratory relief.

9. The term of this Agreement shall be perpetual, except as herein limited.

10. 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 the day and year first above written.

Parcel 8 Owner

R.A. Gordon and Associates

[Signature] member

November 10th 2017

DATE

STATE OF OREGON

COUNTY OF KLLAMATH

Parcel 6 Owner

R.A. Gordon and Associates

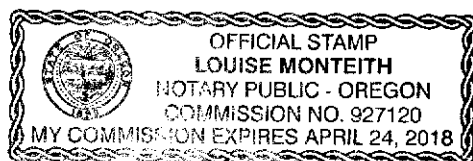
[Signature] member

November 10th 2017

DATE

PERRSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Robert A Gordon, who acknowledged that ahe/he/they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY OFFICIAL SEAL this the 10th day of November, 2017.



Louise Monteith
NOTARY PUBLIC OREGON

MY COMMISSION EXPIRES: April 24, 2018

EXHIBIT "A"

PARCEL 6:

The East 511.8 feet of the West 541.8 feet of the NW1/4 of the NW1/4 of Section 18 Township 39 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of the North line of Tract 1197, First Addition to Eternal Hills Memorial Gardens, as filed in the Klamath County Clerks Office of Klamath County, Oregon.

EXCEPTING THEREFROM:

A parcel of land situated in the NW1/4 of the NW1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Easterly right of way boundary of the Klamath Falls-Merrill Highway which point bears South 683 feet and East 30 feet from the Section corner common to Sections 12, 13, 17 and 18; thence East 233.65 feet; thence North 21 degrees 30' West, 90.90 feet; thence North 13 degrees 21' West, 60.26 feet; thence North 60 degrees 11' East, 205.33 feet; thence South 60 degrees 44' 30" East 154.42 feet; thence North parallel with the Easterly right of way boundary of aforesaid highway a distance of 275.25 feet; thence North 56 degrees 28' West a distance of 79.42 feet to the Southerly right of way boundary of the Enterprise Irrigation District Canal; thence along said Enterprise Irrigation District Canal as follows: South 52 degrees 41' West 58.80 feet; South 79 degrees 42' West 225.74 feet and South 88 degrees 02' West 164.34 feet to the Easterly right of way boundary of the Klamath Falls-Merrill Highway; thence South along same a distance of 407.40 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM:

A portion of that tract of land described in Volume 78, page 427, of Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the section corner common to Sections 12 and 13, Township 39 South, Range 9 East, and Sections 7 and 18, Township 39 South, Range 10, East of the Willamette Meridian, thence South 683.0 feet and East 30.0 feet to the most Northwesterly corner of that tract of land described in Volume 326, pages 622 and 624, thence East along the North boundary of same a distance of 346.8 feet to the Northeasterly corner thereof which is the true point of beginning of this description; thence continuing East along the aforesaid North boundary projected a distance of 140.0 feet, thence South parallel with the Easterly boundary of the aforesaid tract of land a distance of 340.0 feet, thence West 140.0 feet to the Easterly boundary aforesaid, thence North along same a distance of 340.0 feet more or less to the true point of beginning.

AND FURTHER EXCEPTING THEREFROM:

A portion of the that particular tract of land described in Volume 78, page 427, of Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way boundary of the Dalles-California Highway (Klamath Falls-Merrill Highway) which point bears South 683.0 feet and East 30 feet from the Section corner common to Sections 7 and 18, Township 39 South, Range 10 East of the Willamette Meridian, and Sections 12 and 13, Township 39 South, Range 9 East of the Willamette Meridian; thence East at right angles to the aforesaid highway right of way boundary, a distance of 346.8 feet; thence South parallel to the aforesaid highway right of way boundary, a distance of 627.4 feet; thence South 89 degrees 54' West, 346.8 feet, more or less, to the aforesaid right of way boundary of the Klamath Falls-Merrill Highway; thence North along said boundary 628.0 feet to the point of beginning, and being in the Northwest quarter of the Northwest quarter of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in Klamath County, Oregon.

EXHIBIT "B"

PARCEL 8:

A portion of that particular tract of land described in Volume 78, page 427, of Deed Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the Easterly right of way boundary of the Dalles-California Highway (Klamath Falls-Merrill Highway) which point bears South 683.0 feet and East 30 feet from the Section corner common to Sections 7 and 18, Township 39 South, Range 10 East of the Willamette Meridian, and Sections 12 and 13, Township 39 South, Range 9 East of the Willamette Meridian; thence East at right angles to the aforesaid highway right of way boundary, a distance of 346.8 feet; thence South parallel to the aforesaid highway right of way boundary, a distance of 627.4 feet; thence South 89 degrees 54' West, 346.8 feet, more or less, to the aforesaid right of way boundary of the Klamath Falls-Merrill Highway; thence North along said boundary 628.0 feet to the point of beginning, and being in the Northwest quarter of the Northwest quarter of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.