

2019-000839

Klamath County, Oregon



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01/29/2019 01:56:33 PM

Fee: \$107.00

After recording, return to:

Klamath County
ATTN: Property Manager
305 Main Street
Klamath Falls, OR 97601

WELL AGREEMENT

Grantor: Klamath County
305 Main Street
Klamath Falls, OR 97601

Grantees: Janell Preston
Stephen Rapp
Frederick and Marcia Carlile
620 Flowers Lane
Klamath Falls, OR 97601

Grantees: Marcia Rapp
Marcella Lerma
610 Flowers Lane
Klamath Falls, OR 97601

Recitals:

- A. Grantor, Klamath County, is the owner of a parcel of property situated in Klamath County, Oregon described as:

Parcel 3 of Land Partition No 7-02, said land partition being situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7 and in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18, all in the Township 38 South, Range 9 E, Willamette Meridian, in Klamath County, Oregon. Property address: 630 Flowers Lane, Klamath Falls, OR 97601

- B. Grantees, Janell Preston, Stephen Rapp, Frederick Carlile and Marcia Carlile are the owners of a parcel of property situated in Klamath County, Oregon described as:

Parcel 2 of Land Partition No 7-02, said land partition being situated in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7 and in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18, all in the Township 38 South, Range 9 E,

Willamette Meridian, in Klamath County, Oregon. Property address: 620 Flowers Lane, Klamath Falls, OR 97601

- C. Grantees, Marcia Rapp and Marcella Lerma are the owners of a parcel of property situated in Klamath County, Oregon described as:

Parcel 1 of Land Partition No 7-02, said land partition being situated in the SW ¼ of the SE ¼ of Section 7 and in the NW ¼ of the NE ¼ of Section 18, all in the Township 38 South, Range 9 E, Willamette Meridian, in Klamath County, Oregon. Property address: 610 Flowers Lane, Klamath Falls, OR 97601

- D. Grantor and Grantees desire to enter into an agreement for the use and maintenance of a domestic water well located on Grantor's property under the following terms and conditions:

Agreement:

1. Ownership. At all times during the term of this Agreement, Grantor is the owner of the well and the related pumps and equipment.
2. Maintenance and Repair. The owner of each parcel shall equally share and promptly pay for any maintenance, repair, and/or replacement parts associated with the well, pump pressure tank, the connections between them and the electrical connection to the panel that are 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, lines, etc., which deliver the water to their respective residences.
 - 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 residences are 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. 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.
3. Electricity. The owner of each parcel shall be responsible for one-third (1/3) of the cost of the electricity.
4. Withdrawal from Agreement. The owner of any parcel may withdraw from this agreement upon abandoning, in recorded writing, its share of use and enjoyment

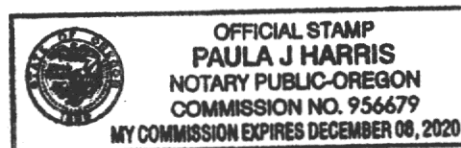
of this well. Such abandonment shall not affect any easements benefiting the non-terminating parcels or burdening the terminating parcel.

- a. In the event the referenced well becomes contaminated and no longer supplies water suitable for domestic consumption or no longer supplies water adequate for the needs of all relevant parties, or in the event that another source of water becomes available to the parties, 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. The respective rights and obligations of the parties shall continue until a party who wishes to terminate their participation in this Agreement has executed and filed a written statement of termination in the Klamath County Clerk's office.
5. Quality and Quantity of Water. Grantor shall not be liable to Grantees for the quality of the water or the quantity of the water delivered to the Grantees as long as the quality and quantity are equal to or better than the quality and quantity delivered by the Grantor to their own dwelling.
6. Binding Effect. This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, successors and assigns.
7. Amendments. This Agreement may be amended only by an instrument in writing executed by all the parties and recorded in the Klamath County Clerk's office.
8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.
9. Attorney Fees. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this Agreement or which is based thereon, each party shall be responsible for their own attorney fees.
10. Arbitration. Any dispute or claim that arises out of or that related to the Agreement, or to the interpretation or breach thereof, shall be resolved by arbitration in accordance with the then effective arbitration rules. Any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

In witness whereof, the parties have executed this Agreement this 29th day of January, 2019 by Rick Vaughn

Grantor:

[Signature]
Rick Vaughn
Klamath County Property Manager



State of Oregon)
) ss. Jan 29, 2019
County of Klamath)

Personally appeared Rick Vaughn, Klamath County Property Manager, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

[Signature]
Notary Public for Oregon
My commission expires: DEC 08, 2020

In witness whereof, the parties have executed this Agreement this 29th day of January, 2019.

Grantees:

[Signature]
Marcia Rapp Carlile

[Signature]
Marcella Lerma

State of Oregon)
) ss. January 29th, 2019
County of Klamath)

Personally appeared Marcia Carlile & Marcella Lerma, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:



Morgan K. Fensler
Notary Public for Oregon
My commission expires: 3/30/2020

In witness whereof, the parties have executed this Agreement this 29th day of January, 2019.

Grantees:

Janell Preston
Janell Preston

Stephen Rapp

Frederick J. Carlile
Frederick Carlile

Marcia Carlile
Marcia Carlile

State of Oregon)
) ss. January 29th, 2019
County of Klamath)

Personally appeared Janell Preston, Frederick Carlile, Marcia Carlile,
and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:



Morgan K. Fensler
Notary Public for Oregon
My commission expires: 3/30/2020

My commission expires:

Grantees:

x Stephen Rapp
Stephen Rapp

Marcia Carlile

Personally appeared Stephen Rapp
and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:



Mary Cozdel
Notary Public for ~~Oregon~~ Alaska
My commission expires: 2-8-22