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AFTER RECORDING RETURN TO:

Parks & Ratliff, P.C.
620 Main Street
Klamath Falls OR 97601

GRANTOR'S NAME AND ADDRESS:

Bruce Robert Whiteaker and Cathleen Eugenie Whiteaker,
Trustees of The Bruce and Cathleen Whiteaker Living Trust
dated March 28, 2016
616 Ventana del Robles
Templeton, CA 93465

SEND TAX STATEMENTS TO:

No Change

**AGREEMENT FOR SHARED WELL AND
WATER DELIVERY SYSTEM**
(Operation, Maintenance and Easements)

THIS AGREEMENT, made and entered into this 31st day of ^{August}~~September~~, 2022, is by and between **Bruce Robert Whiteaker and Cathleen Eugenie Whiteaker, Trustees of The Bruce and Cathleen Whiteaker Living Trust dated March 28, 2016** (hereinafter "Whiteaker"), and **TYLER S. NYSTROM AND MEGHAN E. NYSTROM** (hereinafter "Nystrom").

WITNESSETH:

WHEREAS, Whiteaker is the owner of that certain tract of land located in the County of Klamath, State of Oregon, more particularly described as follows, to-wit:

The following property being situate in the NE1 / 4 of the NE1 / 4 of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

BEGINNING AT the Northeast corner of the Northeast quarter of Section 1 in Township 40 South of Range 7, East of the Willamette Meridian and running thence West 100 feet along the Section line of said Section to a point; thence North 30 feet, more or less, to the Southeast corner of that certain Warranty Deed recorded in Volume M85, page 15346, Microfilm Records of Klamath County, Oregon, being the true point of beginning; thence West along the South line of said Deed Volume 125 feet; thence, South, at right angles to said Section line to a point on the Northerly line of Highway 66; thence, Easterly along the said Northerly line of said Highway to a point South of the point of beginning; thence, North to the point of beginning.

(hereinafter the "Whiteaker Property"); and

WHEREAS, Nystrom is the owner of that certain tract of land located in the County of Klamath, State of Oregon, more particularly described as follows, to-wit:

BEGINNING at an iron pin which lies West along the Township line a distance of 100 feet

and North 0° 45' West parallel to the East Township line a distance of 30 feet from the Southeast corner of Section 36, Township 39 South, Range 7 East of the Willamette Meridian, in Klamath County, Oregon, and thence continuing North 0° 45' West a distance of 208.7 feet to an iron pin; thence West parallel to the South Township line a distance of 143 feet to a point; thence South 0° 37' West a distance of 208.7 feet to a point which lies 30 feet North of the South Township line; thence East 148 feet, more or less, to the point of beginning.

(hereinafter the "Nystrom Property"); and

WHEREAS, Whiteaker, Nystrom, or their predecessors, have for many years shared a well, along with the casing, pump, electric service, and associated infrastructure, which is situated on the property belonging to Whiteaker (hereinafter the "Well"), which Well has historically been used for domestic purposes only;

WHEREAS, the term Well does not include lines and elements servicing only the property of one party hereto, and maintenance and repair shall be borne solely by the party whose property is serviced by those lines; and

WHEREAS, Whiteaker and Nystrom desire by this agreement to memorialize their arrangements and to further set forth the respective rights and obligations of each party concerning the Well;

NOW, THEREFORE, in consideration of the sum of \$5.00 paid by Nystrom to Whiteaker, the mutual promises herein made, and other valuable consideration, the receipt of which is hereby acknowledged, Whiteaker and Nystrom incorporate the foregoing recitals and enter into this Agreement, according to the following terms, covenants and conditions:

1. Upon the written request of either of the parties to this agreement, Whiteaker, and his successors in interest, shall permit sampling and testing of the Well by any to be paid by Nystrom to be conducted by a reputable water testing laboratory. Whiteaker may also conduct such sampling at his own cost, without limitation.
2. In the event any such testing of the Well reveals a significant water quality deficiency, necessary corrective measures shall be made to the Well to bring said Well to the minimum requirements of any applicable local, state, or federal authority, the cost of which shall be borne equally by all parties to this Agreement.
3. In the event that Whiteaker, or his successors in interest, cease to use the share Well and, therefore, have no further need for a shared well system, providing written notice of its abandonment, Nystrom and her successors in interest, are hereby assured of the continuation of a domestic water supply from the shared Well, and the continuation of the Well Agreement as it applies to them. In this event, Nystrom shall each bear the entire costs of the maintenance of, and/or any improvements made to, the Well as set forth in this agreement.
4. The parties hereto agree that the Well shall be used in accordance with historical use for limited domestic purposes only, and that no party to this agreement shall allow the Well, or

the water supply therefrom, to be used for non-domestic purposes, in an a manner unreasonably exceeding its historic usage.

5. Any and all future site improvements that inhibit the Well system operation, maintenance, replacement, improvement, inspection, or testing, shall be removed, the cost of which shall be borne by the owner of the property upon which such improvement(s) is/are situated. Excluded from this provision are the removal and/or replacement of common boundary fencing or walls, the cost of which shall be shared equally among the parties.

6. In the event that an emergency should arise regarding the Well, any party to this Agreement shall be entitled to whatever steps are necessary to correct such emergency. An "emergency situation" is defined as the sudden failure of the Well to deliver water on demand in accordance with historical usage.

7. This Well Agreement may be amended to assure the equitable readjustment of shared costs in the event of significant and substantial changes in well pump energy rates or the usage by any party hereto.

8. Before any action is taken for Well maintenance, replacement or improvement, the notice by the party who believes such maintenance is necessary shall notify the other party.

9. Any necessary replacement or improvement of a system element shall, at the very least, restore the Well to its original performance capabilities.

10. Cost sharing at the rate of one-half (1/2) per party is hereby required for the following:

- (a) The energy supply for the shared Well pump during the period of shared electric service, as described further in the follow paragraph(s);
- (b) Well maintenance, including repairs, testing, inspection, and disinfection;
- (c) Well component replacement due to wear, obsolescence, incrustation, or corrosion;
- (d) Well improvement to increase the service life of material or components, to restore well yield, or to provide necessary system protection; and
- (e) Shared pump maintenance, repair and replacement; and
- (f) Other similar Well repair or maintenance reasonably required

11. Whiteaker grants to Nystrom an easement for the placement of those plumbing lines serving the Nystrom property only from the well, in the location of said plumbing as of the date of this Agreement and for such minimal access as necessary to access those lines as necessary for repair and/or maintenance of those plumbing lines. Whiteaker specifically reserves the right to

maintain or construct a driveway or other vehicular access over said lines, provided, however, that such use does not cause damage to the plumbing lines.

12. The parties hereto shall each be responsible for:

- (a) Prompt repair of any detected leak in his or her service line(s) or plumbing system;
- (b) Costs to repair damage to the Well caused by the acts or omissions of a party, his agent or invitees, including a resident or guest at his or her property;
- (c) The necessary repair or replacement of the service line and all non-Well components connecting the shared Well system to his or her dwelling.

13. In the event of mutual abandonment of all or a part of the shared Well system, and in order to avoid contamination of ground water and to mitigate any other hazards associated with any such abandonment, the parties hereto shall equally be responsible for any and all costs necessary to abate any such contamination or hazard.

14. The parties shall each pay one-half (1/2) of the costs incurred in maintaining the shared Well system, and/or replacement or improvements thereto, and shall promptly pay any and all obligations and liabilities incurred in such maintenance, replacement, and/or improvement, such that the real property of the parties hereto shall be kept free from any and all liens, contractors, materialmen, or otherwise, occasioned by such maintenance, replacement, and/or improvement(s).

16. The parties hereto, and each of them, and their successors and assigns, are hereby granted the right of limited access to the enter upon the property of the any other party hereto for the purposes of necessary repair and maintenance of the Well and/or the individual delivery systems attendant thereto.

17. The request for payment of any and all costs associated with the provisions set forth hereinabove, include proportionate monthly electrical service, shall originate with Whiteaker, and his successor(s) in interest. Any such requests for payment shall be provided in the form of a written notice to each of the property owners of any moneys due and payable under the terms of this Agreement. Any objection to the claimed expenses set forth in any such notice must be provided to Whiteaker, or his successor(s) in interest, within ten (10) days of the receipt of the notice from Whiteaker, or the obligation to those expenses shall be deemed binding. In the event of an objection to the incurrence of a costs for which a party would be obligated under this agreement, the parties agree to conduct and expedited arbitration in Klamath County, Oregon regarding the appropriateness of the expense, and be bound by the results. The prevailing party shall be entitled to costs and reasonable attorneys fees in the even that such an arbitration becomes necessary. The arbitrator shall allow for expenses to be incurred in relation to the Well if a licensed well-driller or plumber, as appropriate, provides a good faith statement of the reasonable necessity of the maintenance, repair and/or replacement at issue.

18. Any and all moneys due from a party must be paid within ten (10) days of the notice provided by Whiteaker, or the award of an arbitrator, as set forth in paragraph 17 above. In the event of the failure by any party to pay the obligation set forth in any such notice, Whiteaker, or his successor(s) in interest, shall have the option to install a valve on the line leading to the non-paying property owner's service line, to be paid for by such non-paying property owner. Whiteaker, or his successor(s) in interest, shall have the option to shut off delivery of water from the Well to the property of the non-paying owner, until such time as any amounts due under this Agreement are paid in full. Any unpaid amount due hereunder shall accrue interest at the rate of eighteen percent (18%) per annum, beginning on the tenth (10th) day after the date of any such notice.

19. The parties hereto, and their successors in interest, shall provide Whiteaker, or his successor in interest, with a current mailing address for the purposes of sending notices. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by first class mail to the appropriate party at the address provided by that party. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid.

20. This Agreement is appurtenant to the real property described herein, and it is the parties' express intention that all rights and obligations arising herefrom shall run with the land, and are binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successor and assign.

21. This Agreement may be amended only by an instrument in writing executed by all the parties, or their successors in interest, which writing must refer to this Agreement.

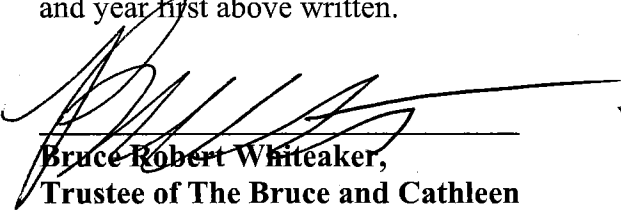
22. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon.

23. If any suit or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise relating to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

24. This Agreement has been prepared by Nathan J. Ratliff, of Parks & Ratliff, P.C., who is representing Whiteaker herein. Further, Nystrom acknowledges that said law firm has not counseled them regarding this Agreement itself, and that they have had ample opportunity to seek their own counsel relative thereto.

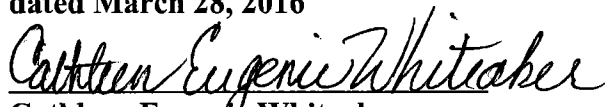
25. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter thereof, supersede all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

IN WITNESS WHEREOF, the respective parties have executed this agreement the day and year first above written.



Bruce Robert Whiteaker,
Trustee of The Bruce and Cathleen
Whiteaker Living Trust
dated March 28, 2016

Tyler S. Nystrom



Cathleen Eugenie Whiteaker
Trustee of The Bruce and Cathleen
Whiteaker Living Trust
dated March 28, 2016

Meghan E. Nystrom

STATE OF OREGON; County of Klamath) ss.

~~THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of
September, 2022, by **Bruce Robert Whiteaker, Trustee of The Bruce and Cathleen
Whiteaker Living Trust dated March 28, 2016**~~

**SEE
ATTACHED**

NOTARY PUBLIC FOR OREGON
My Commission expires:

STATE OF OREGON; County of Klamath) ss.

~~THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of
September, 2022, by **Cathleen Eugenie Whiteaker, Trustee of The Bruce and Cathleen
Whiteaker Living Trust dated March 28, 2016.**~~

**SEE
ATTACHED**

NOTARY PUBLIC FOR OREGON
My Commission expires:

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of
September, 2022, by **Tyler S. Nystrom.**

NOTARY PUBLIC FOR OREGON
My Commission expires:

ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Luis Obispo } ss.

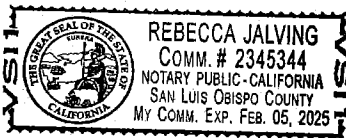
On 8/31/2022, before me, Rebecca Jalving, Notary Public,

personally appeared Cathleen Eugenie Whiteaker, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____
☐ PARTNER(S) _____ TITLES)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Shared
TITLE OR TYPE OF DOCUMENT Well
7 pages w/ attached
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT
THUMBPRINT
OF
SIGNER

OTHER

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ALL-PURPOSE ACKNOWLEDGMENT

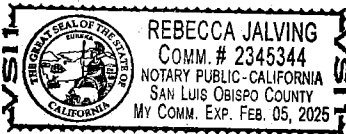
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Luis Obispo } SS.

On 8/31/2022 before me, Rebecca Jalving, Notary Public,

personally appeared Bruce Robert Whiteaker, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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WITNESS my hand and official seal.

PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

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CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____
☐ PARTNER(S) _____ TITLES)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement for Shared Well
TITLE OR TYPE OF DOCUMENT
7 pages w/ attached
NUMBER OF PAGES

DATE OF DOCUMENT

OTHER

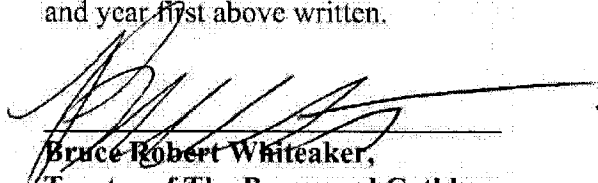
SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

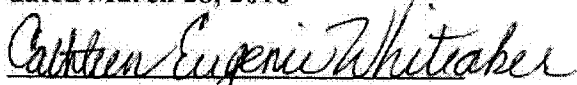
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THUMBPRINT
OF
SIGNER

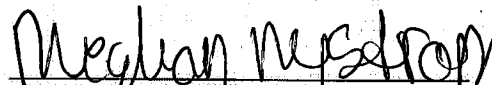
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IN WITNESS WHEREOF, the respective parties have executed this agreement the day and year first above written.


Bruce Robert Whiteaker,
Trustee of The Bruce and Cathleen
Whiteaker Living Trust
dated March 28, 2016


Tyler S. Nystrom


Cathleen Eugenie Whiteaker
Trustee of The Bruce and Cathleen
Whiteaker Living Trust
dated March 28, 2016


Meghan E. Nystrom

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of September, 2022, by Bruce Robert Whiteaker, Trustee of The Bruce and Cathleen Whiteaker Living Trust dated March 28, 2016

SEE
ATTACHED

NOTARY PUBLIC FOR OREGON
My Commission expires:

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of September, 2022, by Cathleen Eugenie Whiteaker, Trustee of The Bruce and Cathleen Whiteaker Living Trust dated March 28, 2016.


SEE
ATTACHED

NOTARY PUBLIC FOR OREGON
My Commission expires:

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of September, 2022, by Tyler S. Nystrom.




NOTARY PUBLIC FOR OREGON
My Commission expires: 1/17/26

STATE OF OREGON; County of Klamath) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of September, 2022, by Meghan E. Nystrom.



OFFICIAL STAMP
CYNTHIA LIZET VILLASEÑOR
NOTARY PUBLIC - OREGON
COMMISSION NO. 1020834
MY COMMISSION EXPIRES JANUARY 17, 2026

Cynthia Villaseñor
NOTARY PUBLIC FOR OREGON
My Commission expires: 1/17/26