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Amy Barnhouse, Attorney

WELL AGREEMENT FOR A SHARED WELL BETWEEN TWO LEGAL PROPERTIES**RECITALS:**

- A. Two properties will share a well, of which the well is located on property 2407-018A0-04500 Account # 147273 owned by Calvin L. Casebier with a legal description provided in Exhibit "A".
- B. The property wanting to share the well is 2407-01700-00300 Account #144793 by Donna McKenzie, the Purchaser under a Contract of Sale dated 9/20/2023, 2023 with a legal description provided in Exhibit "B".

TERMS: In consideration of the forgoing recitals and which are incorporated herein by reference the tax lot numbers and owners of those properties agree to the following terms.

- A. **Ownership:** Parties of the two lots agree the well is located on the tax lot 04500 and owned by Calvin L. Casebier.
- B. **Maintenance:** At present, tax lot 04500 does not use this well, therefore all maintenance of said well, and all components to operate well will be at the expense of the owner of tax lot 00300. When such time comes that tax lot 04500 uses said well, the owner of tax lot 04500 will share equally in the costs of maintaining that well, and all the items described earlier in this paragraph. If a new well has to be drilled, or deepening of existing well on tax lot 04500, tax lot 0300 will be responsible for all the costs to do so. If in the event tax lot 4500 is using the well both owners of said properties will share equally the costs of doing so.
- C. **Electricity:** At present, the owner of tax lot 00300 provides power to the well. The owner of lot 04500 will be expected to pay one half of the cost of electricity to operate the annual consumption of power on the submersible pump when the owner of tax lot 04500 starts using the well.
- D. **Use:** Under the terms of this agreement, the owner of tax lot 0300 shall be entitled to use the water from the well on tax lot 04500. Water shall be used for domestic use only.
- E. **Duration:** This agreement shall be effective as of October 1, 2023 and shall continue for as long as successors in interest continue to own lots 00300 and 04500 and continue to draw water from the well on lot 04500.
- F. **Assignment:** If either party sells or transfers their interest in their properties, they shall provide a copy of this Agreement to the buyer or transferee who must agree to the terms of this agreement in order to continue using the well and appurtenances to provide domestic water to

their properties. This agreement is between the owners of tax lots 00300 and 04500 only and the parties agree that tax lot 0300 shall add no other properties to this agreement without the written and signed consent of the party owning tax lot 04500.

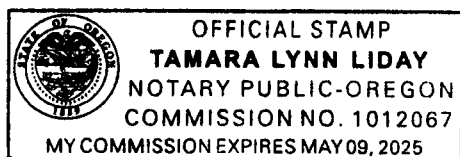
- G. Disputes: The parties shall attempt to resolve any disputes regarding the use or maintenance of the well by mutual agreement. But if they are unable to do so, they shall resolve such disagreement by mediation and arbitration in lieu of litigation. Either party may refer any unresolved issues to any mediation or arbitration service generally recognized in Oregon. The other party shall fully cooperate in such process. All mediation or arbitration shall be convened locally or unless all parties agree otherwise. Each party shall pay one half of the mediation and arbitration fees and expenses as well as their own costs and professional fees.

Signed Calvin L. Casebier Date 20 Sept 2023
Calvin L. Casebier (owner tax lot 04500)

Signed Donna McKenzie Date 9-20-23
Donna McKenzie (Purchaser of tax lot 00300)

STATE OF OREGON)
) ss.
County of Klamath)

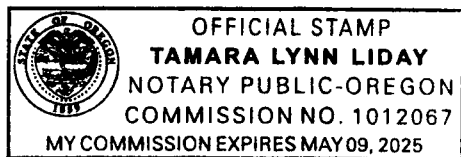
On this 20 day of September, 2023 personally appeared before me the above named Calvin L. Casebier and acknowledged the foregoing instrument to be his voluntary act and deed.



Tamara L Liday
Notary Public for Oregon
My Commission expires: 5/9/2025

STATE OF OREGON)
) ss.
County of Klamath)

On this 20 day of September, 2023 personally appeared before me the above named Donna McKenzie and acknowledged the foregoing instrument to be her voluntary act and deed.



Tamara L Liday
Notary Public for Oregon
My Commission expires: 5/9/2025

EXHIBIT "A"
LEGAL DESCRIPTION

Klamath County Assessors Map 24-07-18A TL #4500
Tax Parcels R147273

Beginning at the 5/8" iron pin and aluminum cap marking the East one-quarter corner of Section 18, Township 24 South, Range 7 East of the Willamette Meridian and the Initial Point of the plat of Tract No. 1052 Crescent Pines, recorded in Klamath County, Oregon plat records; thence N 74°59'35" W 274.32 feet along the North line of said plat to an iron pin marking the Northwest corner of Lot 1, Block 4 thereof; thence N 52°43'28" W 60.00 feet continuing along the North line of said plat, being the Northerly right of way line of Pine Creek Loop, to a point; thence N 56°53'13" E 378 feet, more or less, along the southeasterly line of Parcel 3 of Klamath County Partition Plat 81-24 to its intersection with the West line of the SW ¼ SW ¼ NW ¼ of Section 17, Township 24 South, Range 7 East of the Willamette Meridian; thence Southerly along the West line of said SW ¼ SW ¼ NW ¼ of Section 17 to the point of beginning in Klamath County, Oregon.

EXHIBIT "B"
LEGAL DESCRIPTION

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Klamath County Assessors Map 24-07-17 TL #300
Tax Parcels R144793

Commencing at the 5/8" iron pin and aluminum cap marking the East one-quarter corner of Section 18, Township 24 South, Range 7 East of the Willamette Meridian and the Initial Point of the plat of Tract No. 1052 Crescent Pines, recorded in Klamath County, Oregon plat records; thence N 74°59'35" W 274.32 feet along the North line of said plat to an iron pin marking the Northwest corner of Lot 1, Block 4 thereof; thence N 52°43'28" W 60.00 feet continuing along the North line of said plat, being the Northerly right of way line of Pine Creek Loop, to a point; thence N 56°53'13" E, 378 feet, more or less along the southeasterly line of Parcel 3 of Klamath County Partition Plat 81-24 to its intersection with the West line of the SW ¼ SW ¼ NW ¼ of Section 17, Township 24 South, Range 7 East of the Willamette Meridian and being the Point of Beginning; thence continuing N 56°53'13" E 116.63 feet, more or less, along said southeasterly line of Parcel 3 to a point on the Southerly right of way of the Willamette Highway 58; thence S 52°43'28" E 620.00 feet, more or less, along the Southerly right of way line of said highway to its intersection with the South line of the SW ¼ SW ¼ NW ¼ of Section 17, Township 24 South, Range 7 East of the Willamette Meridian; thence Westerly along the South line of said SW ¼ SW ¼ NW ¼ of Section 17 to said 5/8" iron pin and aluminum cap marking the East one-quarter corner of Section 18, thence northerly along the Westerly line of said SW ¼ SW ¼ NW ¼ of Section 17 to the Point of Beginning in Klamath County, Oregon.