

AFTER RECORDING RETURN TO:  
BARBARA PROCTOR  
20540 NW QUAIL HOLLOW DR  
PORTLAND, OR 97229



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\$116.00

08/06/2018 11:24:25 AM

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\$40.00 \$5.00 \$11.00 \$60.00

*Easement*  
Shared Well Water Agreement

Declarant hereby states that it is their wish and intent to create an Agreement for a shared usage of a well and terms for maintenance of such and an easement for the utilities.

Mike and Barbara Proctor, who resides at 20540 NW Quail Hollow Dr. Portland, OR 97229, also own Parcel 1 at 9285 NE Neumann Newberg, OR Tax lot # R3228-00302 (6.64 acres) hereafter referred as the "supplying party", owners of Parcel 2 who will reside On Tax Lot # R3228-00300 (4.92) and owners the of Parcel 3 who will reside at on Tax Lot # R3228-00301 (7.59) , hereafter referred to as the "supplied party or parties".

WHEREAS, the supplying party is the owner at 9285 NE Neumann Lane, Newberg, OR 97132, which the property is here after referred to as "Parcel 1" and is more fully described as follows:

Tax lot Number R3228-00302- A tract of land in the Northeast quarter of section 28, Township 3 South, Range 2 West and in the Northeast quarter of section 27, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon Tax Parcel R3228-00302 See Exhibit 1 Parcel Map

WHEREAS, the supplied party owner of the property located at tax lot R3228-00300 (4.92 acres) which hereafter referred to as "Parcel 2" and is more fully described as the following:

A tract of land in the Northeast quarter of section 28, Township 3 South, Range 2 West and in the Northeast quarter of section 27, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon being more particularity described as follows: Tax Parcel R3228-00300 see Exhibit 1 Parcel Map (7.59 acres) which hereafter referred to "Parcel 3" and is more fully described as the following: A tract of land in the Northeast quarter of section 28, Township 3 South, Range 2 West and in the Northeast quarter of section 27, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon being more particularity described as follows: Tax Parcel R3228-00301 See Exhibit 1 Parcel Map

WHEREAS, the undersigned parties deem necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and sharing the cost of supplying said water; and

WHEREAS, there is located a well upon the above described property of supplying party; together with water distribution facilities , hereafter referred to as "water distribution system". For the purpose of supplying water to all properties connected to the said water distribution system; and

WHEREAS, the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of the said properties, and to assure the continuous and satisfactory and maintenance of the well water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected hereto; and

WHEREAS, the said well is deemed by the parties to be of adequate capacity to supply family dwelling on each of the parcels described herein with water for domestic uses of a single family residing therein;

WHAREAS, the water from the well has undergone a water quality test from a State of Oregon certified Analysis Lab, (Alexin Analytical) and has been determined by the authority to supply water safe for human consumption; and

WHEREAS, the parties desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to the said well and water distribution system.

NOW THEREFORE, in considerations of the promises and covenants herein contained, it is agreed that the well and the water distribution system situated on Parcel 1 shall be used by the parties to this agreement, as well as by all future owners and occupants of said Parcel 1, Parcel 2 and Parcel 3. Upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto (and their heirs, successors, and assigns,) for the exclusive benefit of the respective parcels of the said real estate, and for the exclusive use of the households residing thereon, are here by granted the right in common with the other parties to this agreement, to draw water from the well located on Parcel 1 for domestic/household use, and reasonable landscaping/gardening; excluding the right to draw water to fill swimming pools of any type.
2. That the owners or residents of the dwellings located at Parcel 2 and Parcel 3 as of the date of this agreement shall:
  - a. Pay or cause to be paid to the supplying party and annual fee for this use of the well and water distribution system in the amount of \$ 200.00 on or before the 15<sup>th</sup> of January each year.
  - b. Pay or cause to be paid promptly. A proportionate share of all expenses for the operation and maintenance of the well water and distribution system that may become necessary. Each respective share shall be determined by dividing the amount of expense by three being understood that the supplying party and the supplied party's shall pay proportionate amount of the total of such necessary repair or replacement. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of pre-existing site improvements on an additional Parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of the repair shall be shared equally between parties so damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their perspective dwellings.
5. That the consent of all parties to pay a proportionate share of the costs shall be obtained prior to embarking on the expenditures for the system maintenance, replacement or improvements, except in emergency situations.

6. That the supplied party shall pay the supplying party his proportionate share of the cost of energy for the operation of the pumping equipment. The supplying party will supply a meter dedicated to the electricity to operate the Water Distribution System. The supplying party will Invoice the supplying parties quarterly dividing the costs evenly. Water Meters are available to track individual parcel use if needed in the future.
7. That is the Agreement of the parties hereto that the payment for energy cost shall be made no later than the 30 days of receiving electric invoice from the supplying party during the term of this agreement, In the event that such payment remains unpaid for a period of 45 days, the supplying party may terminate the supply of water to the supplied parties until arrearages in payment are received by the supplying party.
8. That each of the parties to this agreement does hereby grant the other, his heirs, successors, and assigns, such easements over, across and through the respective parcels as shall be reasonable necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring, and conduit consistent with the purposes of this Agreement. These easements are described below:

#### **Water Easement Description**

An easement for water line purposes and the maintenance thereof in the Northeast quarter of Section 28, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County Washington, for the benefit of Parcel No's 3228 302 and 3228 301, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3 as depicted on that survey recorded under CS 11883, Survey Records, Yamhill County Washington; THENCE N89°46'00"W, along the North line of said Lot 3, a distance of 152.00 feet; THENCE S00°14'00"W, 40.00 feet; THENCE S89°46'00"E, 22.00 feet; thence N00°14'00"E, 30.00 feet; THENCE S89°46'00"E, 130.04 feet to the East line of said Lot 3; THENCE N00°00'33"E, along said East line, 10.00 feet to the point of beginning.

9. That no party can install landscaping or improvements that will impair the use of the said easements.
10. 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 shall be defined as a failure of any shared portion of the system to deliver water upon demand.
11. That only the parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from the said well and pumping equipment; and each of the

parties hereto does hereby covenant and agree that he/she will not allow or permit other persons to connect to the pipes to mains serving his/her respective parcel.

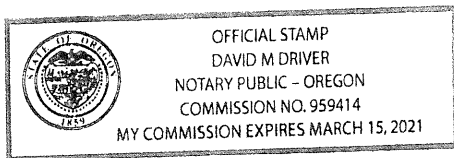
12. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event another source of water shall become available to the respective parcels, 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.
13. That upon availability of such other water source, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
14. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Shared Well Agreement have executed and a written statement of such a request to the said owners of the supplying party; their heirs, successors or assigns, Currently to be Mike and Barbara Proctor at 20540 NW Quail Hollow Drive, Portland, OR 97229 and owners of the parcel 1 the supplying party. Upon termination of the participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from the said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The cost of the disconnection from the well water system shall be borne by the owner of the pertinent parcel.
15. That the said well in this Agreement if amended; shall only serve the dwellings of the 3 above mentioned parcels. There shall not be more than 3 dwellings served by the said well and water distribution system.
16. The term of this Agreement shall be perpetual, except as herein limited.
17. 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, and assigns of the parties herein.
18. Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties herein. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrator shall select a third. The third arbitrator shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association in force and effect.

This document, in its entirety, should contain 8 pages, including exhibits. In witness thereof. The declarant hereby executes this agreement on the date set forth below.

By: Barbara B. Proctor and Michael D. Proctor who have authority over the Michael D. Proctor and Barbara B. Proctor Trustees for the Proctor Family Trust.

By: Barbara B. Prator  
By: Michael D. Prator

Date: 8/6/2018



State of Oregon, County of Yamhill

This instrument was acknowledge before me on

August 8<sup>th</sup>, 2018

David Driver

Notary Public of Oregon

[Signature]

My commission Expires 8/15/21

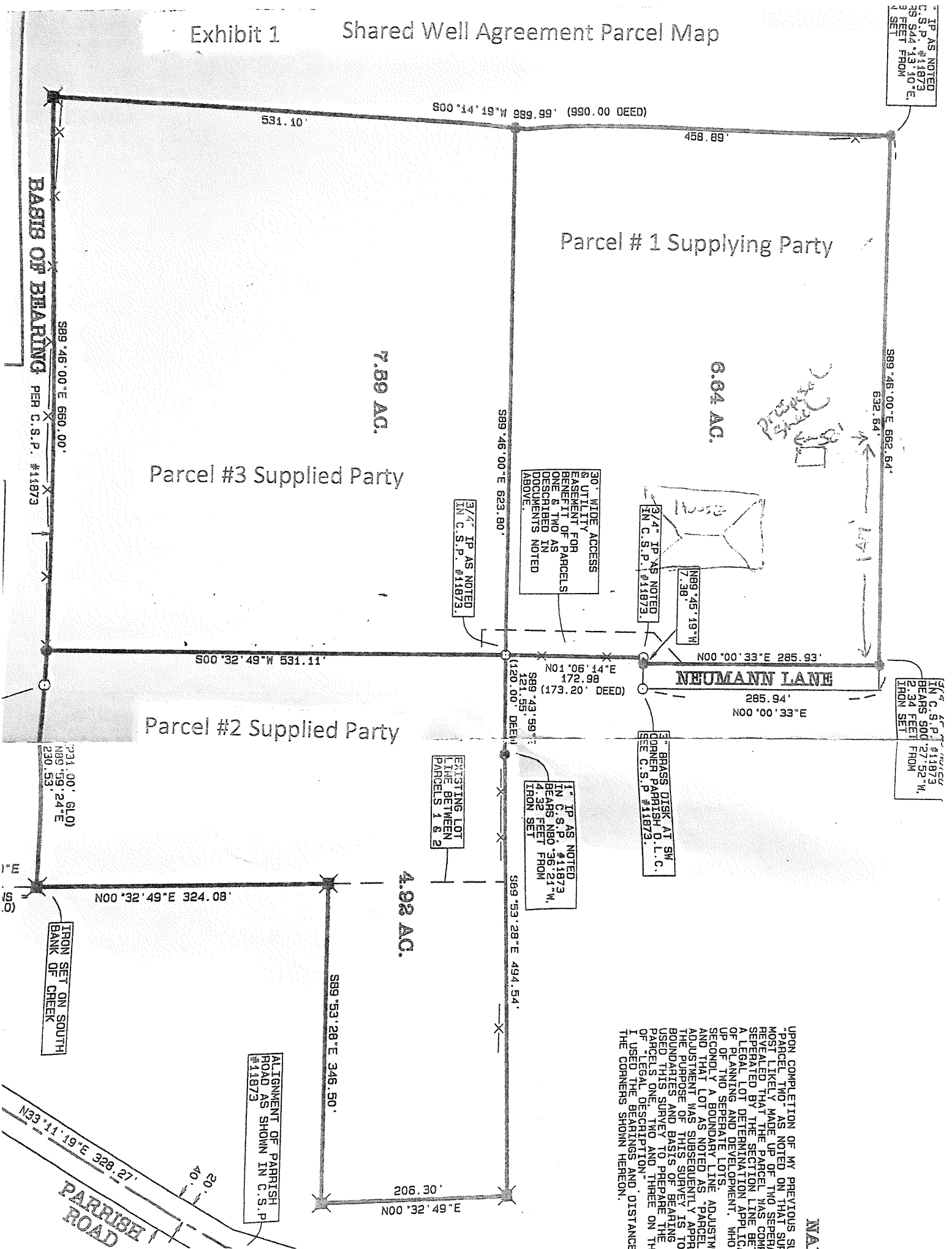
State of Oregon  
County of Washington

Signed (or attested) before me on (date) 8/6, 2018

by (name(s) of Individual(s)) Barbara / Michael Prator

[Signature]  
Notary Public - State of Oregon

## Shared Well Agreement Parcel Map



# Exhibit #3 Easement Drawing

