

After Recording Return to:

Michael and Barbara Morgan  
1948 Portland St.  
Klamath Falls, OR 97601

### SHARED WELL AGREEMENT

WHEREAS, Michael J. Morgan and Barbara E. Morgan, as Trustees of the Mike and Barbara Morgan Family Trust, uda January 14, 2005, hereinafter referred to as Party #1, are the owners of the real property located in Klamath County, Oregon more particularly described as:

Lot 10, Block 37, HOT SPRINGS ADDITION to the City of Klamath Falls, County of Klamath, State of Oregon

and Gwen P. Smith, hereinafter referred to as Party #2, is the owner of real property located in Klamath County, Oregon more particularly described as:

Lot 11, Block 37, HOT SPRINGS ADDITION to the City of Klamath Falls, County of Klamath, State of Oregon.

WHEREAS, a domestic geothermal well is located on the property owned by Party #2 referred to herein which serves the residences located on those properties described herein;

NOW, THEREFORE, IT IS HEREBY AGREED that the Party #2 does hereby give and grant to Party #1, their heirs, successors and assignees, for the benefit of the said other parties, a permanent easement in, to, upon and over the Party #2's property described herein for the purpose of taking water for domestic geothermal purposes and for the purpose of installing, laying, constructing, maintaining and keeping in repair pipes, mains, conduits and electric service as is needed for the other parties to receive water from the well. No party shall obstruct or interfere with any other party's use of the well. All maintenance of the well shall be provided by Party #2, provided, however, that if Party #2 does not provide the required maintenance within a reasonable period of time, any other party may do so and recover from each other party reimbursement for the costs of such maintenance in accordance with the schedule below.

Each party further grants to each other party, their heirs, successors and assignees, a permanent easement in, to, upon an over the other parties' property for the purpose of installing, laying, constructing, maintaining and keeping in repair pipes, mains, conduits and electric service as is needed for the other parties to receive water from the well.

The well does not have a separate electric meter located on the property of Party #2. The parties agree that the costs associated with the well, including electrical service and any maintenance to the pump or well itself, shall be paid by Party #2.

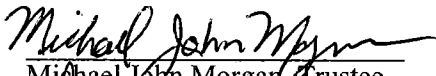
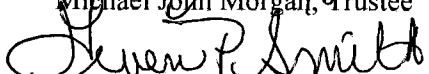
All payments required under this agreement shall be paid as follows:

1. Party #1 shall pay a annual fee of \$120.00 for Party #1's share of electrical charges.
2. If any maintenance is required, at least 10 days prior to any non-emergency maintenance, Party #2 shall notify Party #1 of the proposed maintenance, including 3 estimates for the maintenance, if possible. The parties shall confer regarding the proposed maintenance and it's cost. Party #2 shall provide a copy of all invoices or charges for such maintenance to Party #1. Party #1 shall pay to Party #2 one half of such invoices or charges within 15 days of delivery of the invoices or charges to Party #1.

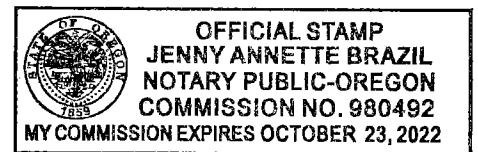
Each party hereto shall be solely responsible for the maintenance of any portion of the system which serves only their property and shall take no action which would interfere with or in any way damage any other portion of the geothermal system. Each party shall provide such maintenance as is reasonably necessary to ensure that they are only utilizing the system to the extent reasonably necessary for their property.

Should Party #1 to this agreement desire to cease utilizing the geothermal well for their property, such party shall give Party #2 written notice of such desire at least 30 days prior to terminating their use of the well.

Should Party #1 fail to make any payment required hereunder, and such failure continues for a period of 30 days following written notice to such party of such failure, Party #2 may declare this agreement to be forfeited and may record with the Klamath County Clerk a statement so stating. Said party shall, within 10 days of being served with a notice of forfeiture, remove any connection to the well. Said party shall be responsible for ensuring that no damage occurs to said well. Should said party fail to remove their connection as set forth herein, Party #2 may institute proceedings in the Klamath County Circuit Court to compel compliance with this agreement and to recover from said party the cost of removing their connection. Should such an action be filed, the prevailing party shall be entitled to recover their reasonable attorneys fees, whether at trial or on appeal.

  
Michael John Morgan, Trustee  
  
Gwen P. Smith

  
Barbara Ellen Morgan, Trustee




STATE OF OREGON )

) ss.  
County of Klamath )

BE IT REMEMBERED that on this 17<sup>xx</sup> day of September, 2019, personally appeared before me Michael J. Morgan and Barbara E. Morgan, as Trustees of the Mike and Barbara Morgan Family Trust, uda January 14, 2005, who are known to me to be the identical persons described in and who executed the above instrument, and who acknowledged to me that they executed the same freely and voluntarily. In witness whereof, I have hereunto set my hand and affixed my seal this day and date written above. aka michael John Morgan \*\* aka Barbara Ellen Morgan

(S E A L)

Before me:   
Notary Public for Oregon

STATE OF OREGON )

) ss.  
County of Klamath )

BE IT REMEMBERED that on this 18 day of September, 2019, personally appeared before me Gwen P. Smith, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged to me that he executed the same freely and voluntarily. In witness whereof, I have hereunto set my hand and affixed my seal this day and date written above.

(S E A L)

Before me:   
Notary Public for Oregon

