

Grantor:

Robert W. Kelez

Grantee:

Irene Meeker

After Recording Return to:

Grantee
Irene Meeker
2823 Sierra Heights Dr.
Klamath Falls, OR 97603
SHARED WELL AGREEMENT

WHEREAS, Robert W. Kelez, hereinafter referred to as the Grantor, is the owner of the real property located in Klamath County, Oregon more particularly described as:

Parcel 3 of Land Partition 17-07 being a replat of Parcel 1 of Land Partition 36-06, situated in the NE 1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

and Irene Meeker, hereinafter referred to as the Grantee, is the owner of real property located in Klamath County, Oregon more particularly described as:

Parcel 2 of Land Partition 17-07 being a replat of Parcel 1 of Land Partition 36-06, situated in the NE 1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

WHEREAS, a domestic well is located on the property of Grantor referred to above;

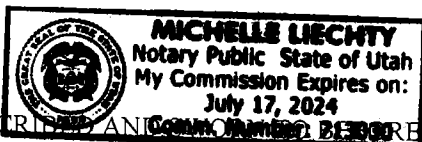
NOW, THEREFORE, IT IS HEREBY AGREED that the Grantor does hereby give and grant to Grantee, her heirs, successors and assignees, for the benefit of the Grantee for the property described herein a permanent easement in, to, upon and over the Grantor's property described herein for the purpose of taking water for domestic 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 Grantee to receive water from the well. The easement shall be from the existing well along the easterly boundary of Grantor's property, no more than 20 feet from the easterly boundary. It is intended by Grantor that he will enter into a similar Shared Well Agreement upon the sale of the other adjacent property he owns. The parties agree that the costs associated with the well, other than electrical service, but including any maintenance to the pump itself, shall be paid jointly. The parties further agree that they shall jointly share in any expenses relating to the maintenance of the well. Payment shall be due within 15 days of the date of the date the party performing the work provides the other party with a copy of any statement or bill. Each party shall be responsible for the maintenance of the lines to their respective residences from the pump house as well as the installation of a separate electrical meter for service to that party's property.

Should either party fail to make any payment required hereunder, and such failure continue for a period of 30 days following written notice to other party of such failure, that party may institute proceedings in the Klamath County Circuit Court to compel compliance with this agreement and to recover from the other party the cost of maintenance. Should such an action be filed, the prevailing party shall be entitled to recover their reasonable attorneys fees, whether at trial or on appeal.

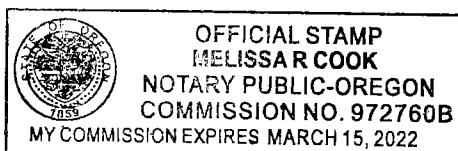
Robert W. Kelez

Irene Meeker
Irene Meeker

SUBSCRIBED AND SWORN TO BEFORE ME THIS Oct. 5th, 2021 by Robert W. Kelez.



SUBSCRIBED AND SWORN TO BEFORE ME THIS October 28, 2021 by Irene Meeker.



Michelle Liechty
Notary Public for Utah
My Commission Expires: 07-17-2024

McCook
Notary Public for Oregon

My Commission Expires: 3/15/22