

Christie Clark and George Clark

Grantee: Shelley Olson

After Recording Return to: Shelley Olson
3178 E Langel Valley Rd.
Bonanza, OR 97623

SHARED WELL AGREEMENT

WHEREAS, Christie Clark and George Clark, hereinafter referred to as the Grantor, are the owners of the real property located in Klamath County, Oregon more particularly described as:

Lots 11 through 16 inclusive Lot 17, Block 75, BOWNE ADDITION to the City of Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

and Shelley Olson, hereinafter referred to as the Grantee, are the owners of real property located in Klamath County, Oregon more particularly described as:

Lots 5 thru 10, inclusive and the Westerly 17 1/2 feet of Lot 4, Block 75, Bowne Addition to the City of Bonanza, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

WHEREAS, a domestic well is located on the Parcel 1 on Exhibit "A" referred to above;

NOW, THEREFORE, IT IS HEREBY AGREED that the Grantor does hereby give and grant to Grantee, individually and for their heirs, successors and assignees, for the benefit of the Grantee's property described herein, an easement in, to, upon and over the Grantor's property described herein for the purpose of taking water for domestic purposes, as defined in Oregon law, 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 parties agree that the costs associated with the well, including electrical service and any maintenance to the pump itself, shall be paid by with each party paying one half of the costs. Since the pump is not separately metered, the parties agree that the sum of \$25.00 per month is a reasonable estimation of the Grantee's share of the cost for electrical service. Should electric rates increase by more than 25% from the rates at the time of this agreement, the parties shall renegotiate this sum. Grantee shall pay to Grantor the agreed upon electric cost and one half of all maintenance no later than the 10th of the month.

Grantee shall not sell or otherwise provide water to anyone not using the water on Grantee's property described herein.

Grantor shall not be required to provide power if grid power is down.

If the well fails, this agreement shall terminate and each party shall establish their own well on their own property or negotiate a replacement shared well.

Should Grantees fail to make any payment required hereunder, and such failure continue for a period of 30 days following written notice to Grantees of such failure, Grantors may declare this agreement to be forfeited and may record with the Klamath County Clerk a statement so stating. Grantees shall, within 10 days of being served with a notice of forfeiture, remove any connection to Grantors' well. Grantees shall be responsible for ensuring that no damage occur to Grantors' well. Should Grantees' fail to remove their connection as set forth herein, Grantors may institute proceedings in the Klamath County Circuit Court to compel compliance with this agreement and to recover from Grantees' 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.

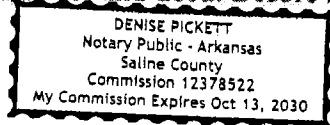

Shelley Olson

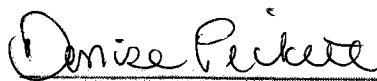
ON 11-30-21, Personally appeared Shelley Olson and acknowledged the foregoing instrument to be her true act and deed. Before me:


Christie Clark

 
Notary Public for Oregon
My Commission Expires: 7-29-25

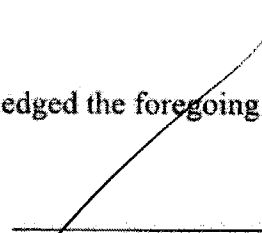
12-2-2021 Personally appeared, Christie Clark and acknowledged the foregoing instrument to be her true act and deed. Before me:




Notary public for Arkansas
My commission expires: 10-13-2030

George D. Clark

Personally appeared George D. Clark and acknowledged the foregoing instrument to be his true act and deed. Before me:

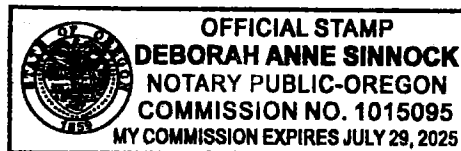

Notary Public for Oregon
My Commission Expires: _____

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Shelley Olson
Shelley Olson

ON 11-30-21, Personally appeared Shelley Olson and acknowledged the foregoing instrument to be her true act and deed. Before me:



Deborah Anne Sinnock
Notary Public for Oregon
My Commission Expires: 7-29-25

X _____
Christie Clark

Personally appeared, Christie Clark and acknowledged the foregoing instrument to be her true act and deed. Before me:

Notary public for _____
My commission expires: _____

George D. Clark
George D. Clark

ON 12/3/21 Personally appeared George D. Clark and acknowledged the foregoing instrument to be his true act and deed. Before me:

Deborah Anne Sinnock
Notary Public for Oregon
My Commission Expires: 7-29-25

