

Grantors: Patricia Marie Breedlove and  
Paul Breedlove

Grantee: Casey Christensen and Moriah Christensen

After Recording Return to: Casey Christensen and Moriah Christensen  
15703 Black Bear Court  
Klamath Falls, OR 97601

**SHARED WELL AGREEMENT**

WHEREAS, Patricia Marie Breedlove and Paul Breedlove, aka Paul J. Breedlove, hereinafter referred to as the Grantor, are the owners of the real property located in Klamath County, Oregon more particularly described as:

**Lots 34 and 35, Block 38, TRACT NO. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

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

**Lot 36, Block 38, TRACT NO. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

WHEREAS, a domestic well is located on Lot 34 and shared with Lot 35 (owned by Paul J. Breedlove individually) and Lot 36;


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. Grantee shall pay to Grantor ½ of the electric bill for the well one half of all maintenance no later than the 10<sup>th</sup> of the month. Should Lot 35 utilize the well for taking water for residential domestic purposes, the owners of each lot shall be obligated to pay 1/3rd of the electric bill and maintenance.


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.

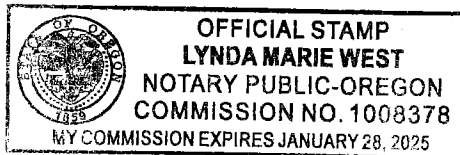
If the well fails, this agreement shall terminate and each party shall establish their own well on their own property or negotiate a replacement shared well.

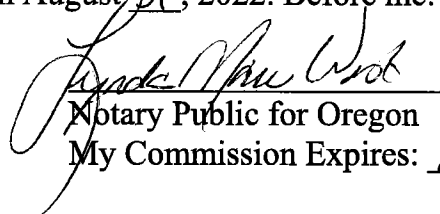
Should Grantees fail to make any payment required hereunder, and such failure continue for a period of 30 days following written notice to Grantees of such failure, Grantors may declare this agreement to be forfeited and may record with the Klamath County Clerk a statement so stating. Grantees shall, 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.

  
Casey Christensen

  
Moriah Christensen

Personally appeared Casey Christensen and Moriah Christensen and acknowledged the foregoing instrument to be their true act and deed on August 31, 2022. Before me:



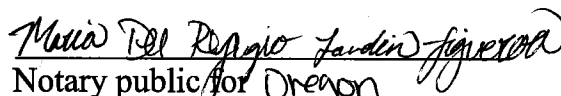
  
Notary Public for Oregon  
My Commission Expires: 1-28-25

  
Patricia Marie Breedlove

  
Paul Breedlove, aka Paul J. Breedlove

Personally appeared, Patricia Marie Breedlove and Paul Breedlove, aka Paul J. Breedlove and acknowledged the foregoing instrument to be their true act and deed on August 24<sup>th</sup>, 2022. Before me:



  
Notary public for Oregon  
My commission expires: May 31<sup>st</sup> 2025