



00340343202500023950070070

04/02/2025 03:17:57 PM

Fee: \$112.00

Returned at Counter

AFTER RECORDING RETURN TO:

Matthew T. Parks  
 Parks & Ratliff, P.C.  
 620 Main Street  
 Klamath Falls, OR 97601

**DECLARATION OF FORFEITURE OF**  
**SHARED WELL AGREEMENT**

STATE OF OREGON, County of Klamath) ss.

I, LEONARD E. WEBER, under oath, state as follows:

1. This Declaration of Forfeiture of Shared Well Agreement pertains to that certain Shared Well Agreement and rights conveyed thereunder recorded the Klamath County Clerk's records by Instrument No. 2022-013149; re-recorded as Instrument No. 2022-013932, a copy of which is attached and incorporated herein as Exhibit "A" between Grantor, Leonard E. Weber and Grantee, Debra T. Fredlund, Personal Representative of the Estate of Catherine Wilkerson, burdening real property owned by Lenord E. Weber referred to in the recorded document as Grantor, and as owner of real property commonly described as 5635 Bly Mountain Cutoff Road, Bonanza, Klamath County, Oregon, more particularly described as follows and hereinafter referred to as Burdened Property:

A parcel of land situated in the NE1/4 of the SW1/4 of Section 15, Township 38 South, Range 11, East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northeast corner of the NE1/4 of the SW1/4 of said Section 15; thence North 89°52'53" West a distance of 810.91 feet along the East-West centerline of said Section 15 to the Easterly right of way line of the County Road; thence South 15°06'55" East along said right of way line a distance of 251.89 feet; thence East a distance of 742.99 feet to the North-South centerline of said Section 15; thence North 00°31'49" East along said centerline a distance of 241.51 feet to the point of beginning.

2. The Benefited Property of the easement and Shared Well Agreement vested in the name of Debra T. Fredlund, Personal Representative of the Estate of Catherine Wilkerson, Klamath County Circuit Court Case No. 22PB02668, commonly described as 5531 Bly Mountain Cutoff Road, Bonanza, Klamath County, Oregon, referred to in the recorded Shared Well Agreement as Grantee pertaining to real property more particularly described as follows and hereinafter referred to as the Benefited Property:

PARCEL 1:

A parcel of land situated in the E1/2 SW1/4 of Section 15, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North-South centerline of said Section 15, said point being situated South 00°31'49" West a distance of 394.64 feet from the Northeast corner of the NE1/4 SW1/4 of said Section 15; thence South 00°31'49" West along said centerline a distance of 133.60 feet; thence South 78°28'56" West a distance of 641.20 feet to the Easterly right-of-way line of the County Road thence North 15°06'55" West along said County Road a distance of 271.00 feet; thence East a distance of 700.20 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the NE ¼ SW1/4 of Section 15, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North-South centerline of said Section 15, said point being situated South 00°31'49" West a distance of 241.51 feet from the Northeast corner of the NE1/4 SW1/4 of said Section 15; thence South 00°31'49" West along said centerline a distance of 153.13 feet; thence West a distance of 700.20 feet to the Easterly right-of-way line of the County Road; thence North 15°06'55" West along said right of way line a distance of 158.61 feet; thence East a distance of 742.99 feet to the point of beginning.

Benefited Property pursuant to the terms of the Grant of Easement, Grantee was obligated to make payments required under the Shared Well Agreement. The agreement further provided that if Grantee failed to make payment and such failure continued for a period of thirty (30) days after written notice to Grantee of such failure, the Grantor may declare the Agreement to be forfeited and record with Klamath County Clerk a statement so stating.

3. Furthermore, pursuant to the Agreement the Grantee is required to within ten (10) days of being served with notice of the recording of Declaration of Forfeiture, remove all pipes and connections to the well located on Grantor's property.

4. Should Grantee fail to disconnect all pipes and connections from Grantor's property, Grantor is entitled to institute an action seeking compliance with the Agreement and to recover from Grantee not only costs of removing the connection, but also prevailing party fee and reasonable attorney fees in such action.

5. The Grantor provided written Notice and Demand for Payment of expenses required to be paid by Grantee under the agreement was provided to Grantee through her agent dated February 5, 2025, and Grantee has failed to pay such expenses. More than thirty days has transpired from the date of demand until the date of this Notice of Declaration of Forfeiture.

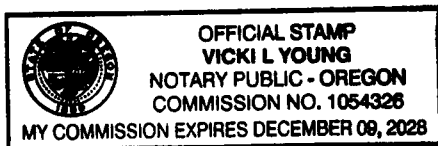
6. The Well Sharing Agreement entered between the parties is hereby declared forfeited. By way of this forfeiture, the Burdened Property shall have no further obligation. This forfeiture is effective as to heirs, successors and assigns and shall run with the land.

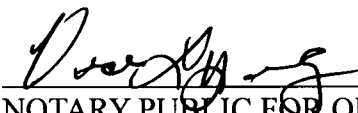
7. I make this Declaration of Forfeiture as attorney for Grantor, owner of the burdened property identified herein.

DATED this 1 day of April 2025.

  
Leonard E. Weber, Grantor

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 1<sup>st</sup> day of ~~March~~ <sup>April</sup> 2025, by Leonard E. Weber.



  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 12-9-26

**AmeriTitle**  
MTC 5660824M

**2022-013932**  
Klamath County, Oregon  
12/05/2022 09:13:01 AM  
Fee: \$97.00

**2022-013149**  
Klamath County, Oregon  
11/08/2022 12:06:01 PM  
Fee: \$92.00

Grantor: Leonard E. Weber

Grantee: Debra T. Fredlund, Personal Representative

After Recording Return to: Leonard E. Weber  
5635 Bly Mountain Cutoff Rd.  
Bonanza, OR 97623

### SHARED WELL AGREEMENT

WHEREAS, Leonard E. Weber, hereinafter referred to as the Grantor, is the owner of the real property located in Klamath County, Oregon more particularly described as:

**A parcel of land situated in the NE1/4 of the SW1/4 of Section 15, Township 38 South, Range 11, East of the Willamette Meridian, more particularly described as follows:**

**Beginning at the Northeast corner of the NE1/4 of the SW1/4 of said Section 15; thence North 89°52'53" West a distance of 810.91 feet along the East-West center line of said Section 15 to the Easterly right of way line of the County Road; thence South 15°06'55" East along said right of way line a distance of 251.89 feet; thence East a distance of 742.99 feet to the North-South centerline of said Section 15; thence North 00°31'49" East along said centerline a distance of 241.51 feet to the point of beginning.**

and Debra T. Fredlund, Personal Representative of the Estate of Catherine Wilkerson, Klamath County Circuit Court Case No. 22PB02668, hereinafter referred to as the Grantee, is the owner of real property located in Klamath County, Oregon more particularly described as:

**PLEASE SEE ATTACHED EXHIBIT "A" ATTACHED**

~~A parcel of land situated in the NE1/4SW1/4, of Section 15, Township 38 South, Range 11, E.W.M., more particularly described as follows:  
Beginning at the Northeast corner of the NE1/4SW1/4 of said Section 15; thence North 89°52'53" West a distance of 810.91 feet along the East-West center line of said Section 15 to the Easterly right of way line of the County Road; thence South 15°06'55" East along said right of way line a distance of 251.89 feet; thence East a distance of 742.99 feet to the North-South centerline of said Section 15; thence North 00°31'49" East along said centerline a distance of 241.51 feet to the point of beginning.~~

WHEREAS, a domestic well is located on Grantor's property and shared with Grantee's property;

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.

SHARED WELL AGREEMENT - Page 1

\*\*Re recorded at the request of the parties to correct the legal description for Grantee property that was an erroneous duplicate of Parcel 1. Previously recorded in 2022-013149.

EXHIBIT A  
Page 1 of 4

Grantee shall pay to Grantor 1/2 of the electric bill for the well one half of all maintenance no later than the 10<sup>th</sup> 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 Grantee fail to make any payment required hereunder, and such failure continue for a period of 30 days following written notice to Grantee of such failure, Grantor may declare this agreement to be forfeited and may record with the Klamath County Clerk a statement so stating. Grantee shall, within 10 days of being served with a notice of forfeiture, remove any connection to Grantor's well. Grantee shall be responsible for ensuring that no damage occur to Grantor's well. Should Grantee fail to remove their connection as set forth herein, Grantor may institute proceedings in the Klamath County Circuit Court to compel compliance with this agreement and to recover from Grantee 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.

X  
Leonard E. Weber

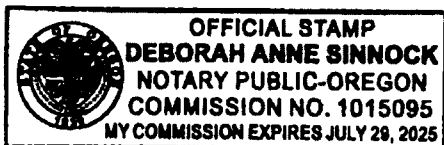
Personally appeared Leonard E. Weber and acknowledged the foregoing instrument to be his true act and deed on October \_\_, 2022. Before me:

\_\_\_\_\_  
Notary Public for Oregon

  
Debra T. Fredlund, Personal Representative

Personally appeared, Debra T. Fredlund, Personal Representative and acknowledged the foregoing instrument to be her true act and deed on ~~Oct~~ <sup>Nov</sup> 3, 2022. Before me:

  
Notary public for Oregon



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.

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

X Leonard E. Weber  
Leonard E. Weber

Personally appeared Leonard E. Weber and acknowledged the foregoing instrument to be his true act and deed on October 3, 2022. Before me:

*November* TAD

Tim A. Browning  
Notary Public for Oregon  
*WTH MASON*

Debra T. Fredlund, Personal Representative

Personally appeared Debra T. Fredlund, Personal Representative and acknowledged the foregoing instrument to be her true act and deed on October \_\_\_\_, 2022. Before me:

Notary public for Oregon



**Exhibit "A"**  
**Legal Description**

**PARCEL 1:**

A parcel of land situate in the E1/2 SW1/4 of Section 15, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North-South centerline of said Section 15, said point being situated South 00°31'49" West a distance of 394.64 feet from the Northeast corner of the NE1/4 SW1/4 of said Section 15; thence South 00°31'49" West along said centerline a distance of 133.60 feet; thence South 78°28'56" West a distance of 641.20 feet to the Easterly right-of-way line of the County Road thence North 15°06'55" West along said County Road a distance of 271.00 feet; thence East a distance of 700.20 feet to the point of beginning.

**PARCEL 2:**

A parcel of land situated in the NE1/4 SW1/4 of Section 15, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the North-South centerline of said Section 15, said point being situated South 00°31'49" West a distance of 241.51 feet from the Northeast corner of the NE1/4 SW1/4 of said Section 15; thence South 00°31'49" West along said centerline a distance of 153.13 feet; thence West a distance of 700.20 feet to the Easterly right-of-way line of the County Road; thence North 15°06'55" West along said right of way line a distance of 158.61 feet; thence East a distance of 742.99 feet to the point of beginning.