

2025-009940

Klamath County, Oregon

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



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11/05/2025 01:34:33 PM

Fee: \$102.00

Send Tax Statements to:  
No Change

**AMENDMENT TO**  
**WELL AGREEMENT & EASEMENT**

THIS AMENDMENT TO WELL AGREEMENT & EASEMENT is entered into this 5 day of November, 2025, by and between **JUSTIN DANIEL TREASURE, CHARITY MARIE TREASURE, and AUSTYN TREASURE** (hereinafter referred to as "Treasure"), and **EILEEN S. MITCHELL** (hereafter referred to as "Mitchell"), for the purpose of amending that certain Well Agreement & Easement recorded in Volume M95, at page 14853,) of the records of Klamath County, Oregon.

**RECITALS**

WHEREAS, on the 31<sup>st</sup> day of May, 1995, that certain Well Agreement & Easement was entered into by and between **GORDON S. DAVIS and SHIRLEY A. DAVIS**, as owners of Lot 3 in Block 1 of Midland Hills Estates, and **JAMES F. MITCHELL and EILEEN S. MITCHELL**, as owners of Lot 2 in Block 1 of Midland Hills Estates (hereinafter the "Well Agreement"); and

WHEREAS Treasure is the successor in interest to Lot 3 in Block 1 of Midland Hills Estates, pursuant to that certain Statutory Warranty Deed recorded June 1, 2023, as Instrument NO. 2023-004175 of the Official Records of Klamath County, Oregon; and

WHEREAS, Eileen S. Mitchell is the successor in interest to Lot 2 in Block 1 of Midland Hills Estates, pursuant to the Certificate of Death of James F. Mitchell on file in the office of the Klamath County Assessor; and

WHEREAS, Treasure and Mitchell now desire to make certain modifications and amendments to the Well Agreement; now therefore

**WITNESSETH:**

FOR AND IN CONSIDERATION OF the performance of the terms and conditions contained in the Well Agreement & Easement and in the Amendment of Well Agreement & Easement, Treasure and Mitchell hereby agree that said Well Agreement & Easement is modified as follows:

1. Paragraph 5. of the Well Agreement & Easement is amended as follows: Electricity to the well system will be furnished by Treasure. Mitchell will pay Treasure \$11.00 per month by the 5<sup>th</sup> of each month commencing November 5, 2025. This payment shall be reviewed and adjusted regularly, based upon any change in the equipment connected to the well system using electricity and/or any change in the kilowatt charges made by the company providing electricity to Treasure. Mitchell agrees to pay such future charges, as well.
2. A sample of the well water may be tested at the request of either party at any time, but in no event not less than once annually. The sample must be collected and tested by a local health authority, a commercial testing laboratory, a licensed sanitary engineer, or other party that is acceptable to the local health authority. At no time will either Treasure or Mitchell collect and/or transport any such sample.
3. In the event of a significant water quality deficiency or deficiencies are reported as the result of any such testing, corrective measures shall be implemented after discussions between the parties as to the

steps that must be taken in order to correct the deficiency(ies), with the consent of the majority of all parties.

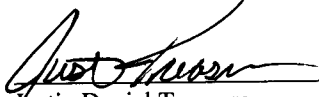
4. In the event an alternate water supply is developed by either Treasure or Mitchell, the parties agree that the well system and the water it supplies will continue to be used by the other of them, without interruption. In that event, the costs of maintenance, repairs and/or replacement of the well system will become the sole responsibility of the party to whom the water continues to be supplied.
5. Neither party shall be allowed to either locate or relocate any element of their individual sewage disposal system to within 75 feet of the shared well.
6. Neither party shall be allowed to install landscaping or improvements of any nature whatsoever that will impair use of the easements contained in the Well Agreement & Easement, and both parties shall be required to remove any such landscaping or improvements that may encroach upon said easements, or otherwise interfere with its reasonably anticipated use.
7. The cost of any removal and replacement of preexisting site improvements, necessary for the well system operation, maintenance, replacement, improvement, inspection or testing, shall be borne by the owner of the property where such improvements are sited, excepting the cost to remove and replacement of common boundary fencing or walls, which shall be shared equally between Treasure and Mitchell.
8. In the event of an emergency, defined as the failure of any shared portion of the water delivery system to deliver water upon demand, both parties shall have the right to take immediate action to correct the cause of any such emergency in the absence of the other party onsite.
9. The cost of maintenance and repair of the well, including, but not limited to, the well casing, the well pump, filters, valves, pipes, and other accessory equipment necessary for the pumping of the well, or any improvements thereto, shall be shared equally between the parties. All equipment purchased with joint funds shall be owned by Treasure and Mitchell as tenants in common. However, both parties must consent and agree to any such cost sharing expenditures, except in emergencies as defined in paragraph 8 above, before any such actions can be taken.
10. Neither Treasure nor Mitchell shall be responsible for any unilaterally incurred shared well debts of the other of them, except for the correction of emergency situations, which must be shared equally.
11. Treasure and Mitchell shall each be responsible for:
  - (a) Prompt repair of any detected leak in the water service line or plumbing system;
  - (b) repair costs to correct system damage caused by a resident or guest at their individual property; and
  - (c) Necessary repair or replacement of the service one connecting the system to their individual dwelling.
12. Treasure and Mitchell shall each be responsible for one-half of the costs of repairs to the well and well delivery system caused by persons other than a resident or guest at either of their individual properties sharing the well.
13. In order to avoid contamination of ground water and other hazards, in the event that the well and well system which is the subject of the Well Agreement & Easement and this Amendment to Well Agreement & Easement is abandoned by the parties, in whole or in part, any and all costs incurred in such abandonment shall be shared equally by the parties.
14. The parties hereto agree that any and all costs associated with the system operation, maintenance, repair, replacement or improvements costs, including, but not limited those outlined in paragraphs 7, 12, and 13 above shall be collected by Treasure, for the purpose of the application of those funds


towards said costs. All of said costs shall be paid for in a timely manner, such that the properties of the parties are kept clear of any liens and encumbrances occasioned by non-payment of any said costs.

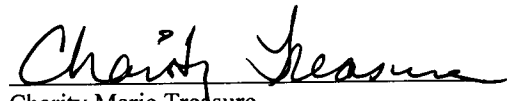
15. Neither the Well Agreement & Easement recorded at Volume M905, page 14853, nor this recorded Amendment to Well Agreement & Easement may be amended or modified during the term of any federally-insured, or federally guaranteed mortgage on either of the properties served by this well agreement, except as provided in paragraph 8 above.
16. Any dispute, controversy, or claim arising out of or relating to this agreement will be settled by arbitration. The arbitration will be administered by the American Arbitration Association or a similar body. Judgment on the award rendered by the arbitrator may be entered in the circuit court of the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties. Any arbitration will be conducted in Klamath Falls, Oregon, in accordance with the following provisions:
  - (a) Except as otherwise provided in this paragraph 16, the arbitration will be conducted in accordance with the American Arbitration Association.
  - (b) Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other parties if both arbitration proceedings arise out of the same transaction or relate to the same subject matter. Consolidation will be by order of the arbitrator in any of the pending cases or, if the arbitrator fails to make such order, the parties may apply to any court of competent jurisdiction for such an order.
  - (c) Any party may, without inconsistency with this agreement, seek from a court any interim or provisional relief that may be necessary to protect the rights of property of that party pending the establishment of the arbitration (or pending the arbitrator's determination of the merits of the dispute, controversy, or claim).
  - (d) The arbitrator will have authority to issue preliminary and other equitable relief.
  - (e) Discovery proceedings of the type provided by the Oregon Rules of Civil Procedure will be permitted both in advance of and during the recesses of the arbitration hearings. Any dispute relating to such discovery will be resolved by the arbitrator.
  - (f) The arbitrator will have the discretion to order a prehearing exchange of information by the parties and an exchange of summaries of testimony of proposed witnesses.
  - (g) The arbitrator will have the authority to award any remedy or relief that an Oregon court could order or grant, including specific performance of any obligation created by this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator will not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damage suffered or actual loss incurred.
  - (h) The arbitration award must be in writing, must be signed by the arbitrator, and must include a statement regarding the disposition of any claim. The award must be kept confidential to the fullest extent permitted by law.
2. Except as modified by this agreement, the remaining provisions of the Well Agreement & Easement recorded as Volume M95, page 14853, of the Official Records of Klamath County, Oregon, shall remain in full force and effect.

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IN WITNESS WHEREOF, each party has executed this agreement on the date first set forth above, and each party acknowledges that such execution is his or her free act and deed.

  
Justin Daniel Treasure

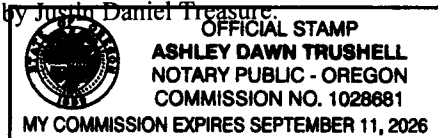
  
Eileen S. Mitchell


  
Charity Marie Treasure

  
Austyn Treasure

STATE OF OREGON; County of Klamath ) ss.

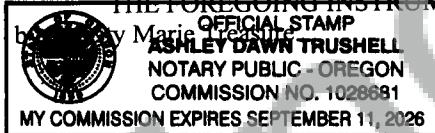
THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of November, 2025,  
by Justin Daniel Treasure.




  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 9/11/2026

STATE OF OREGON; County of Klamath ) ss.

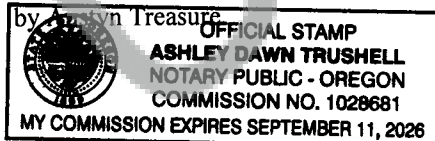
THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of November, 2025,  
by Charity Marie Treasure.




  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 9/11/2026

STATE OF OREGON; County of Klamath ) ss.

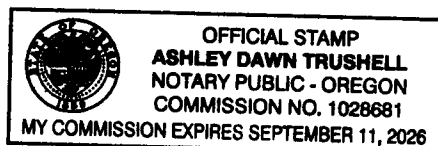
THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of November, 2025,  
by Austyn Treasure.




  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 9/11/2026

STATE OF OREGON; County of Klamath ) ss.

THE FOREGOING INSTRUMENT was acknowledged before me this 5 day of November, 2025,  
by Eileen S. Mitchell.



  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 9/11/2026