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**EASEMENT AND
WELL MAINTENANCE AGREEMENT**

State of Oregon, County of Klamath
Recorded 06/23/2004 10:40 a m
Vol M04 Pg 40445-49
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 5

DATED: May 28, _____, 2004

PARTIES:

The Estate of Dudley D. Steademan
and Elaine S. Steademan
c/o Peggy Berg
2095 California Avenue
Klamath Falls, OR 97601 (Hereinafter "Steademan")

and

Roy Von Dollen
and Joann Von Dollen
28615 Brush Canyon Drive
Yorba Linda, CA 92887 (Hereinafter "Von Dollen")

RECITALS:

On May 29, 1985 Jack A. Clem and Nellie M. Clem, husband and wife, entered into an Easement and Well Maintenance Agreement with Dudley D. Steademan and Elaine S. Steademan. That Easement and Well Maintenance Agreement is recorded at Volume M85 page 9844 in the real property records of Klamath County, Oregon. (Hereinafter "1985 Agreement").

The two Parcels of property subject to the 1985 Agreement are located at 13127 Kann Springs Road and 13181 Kann Springs Road, Keno, Oregon, more particularly described as:

The S½ of Lot 4, Block 9, First Addition to Keno Whispering Pine Subdivision. (Hereinafter "Parcel 1")

and,

The N½ of Lot 4, Block 9, First Addition to Keno Whispering Pine Subdivision. (Hereinafter "Parcel 2")

There is a well located on Parcel 1. The 1985 Agreement allows for Parcel 2 to access the well located on Parcel 1 (through an easement) and to use the water for the benefit of

1. Easement and Well Maintenance Agreement

46-1-A
x5

Parcel 2. The 1985 Agreement requires that both parties pay an equal amount for the maintenance, liability, costs and expenses of repair, and operation costs of the well, pump and pump house.

Steademan and Von Dollen desire to clarify and modify the 1985 Agreement by allowing the owners of Parcel 2 to, at their option, drill their own well on Parcel 2 and to allow the owners of Parcel 2 to be released from their liability and requirements under the 1985 Agreement.

NOW THEREFORE, and the mutual covenants, conditions and Agreements between the parties, Steademan and Von Dollen agree to bind themselves, their heirs, successors and assigns as follows:

AGREEMENT:

1. The 1985 Agreement, a copy of which is attached hereto as Exhibit "A" is restated in its entirety.

2. Should, at any time in the future, the owners of Parcel 2, their heirs, successors or assigns, drill their own well, for their own use, the owners of Parcel 2 shall be released of their liability and obligations contained under the 1985 Agreement and the 1985 Agreement shall become null and void.

3. The 1985 Agreement shall remain in full force and effect until the owners of Parcel 2 drill and construct their own well and determine, in their sole opinion, that the well on Parcel 1 is no longer needed for the beneficial use of Parcel 2.

4. Upon the occurrence of the above, the owners of Parcel 2 shall notify the owners of Parcel 1, in writing, they no longer desire to use the well located on Parcel 1. The owners of Parcel 2 shall thereafter be responsible to obtain and pay for a licensed contractor for the State of Oregon to disconnect Parcel 2 from the well and the owners of Parcel 2 shall file in the real property records for Klamath County, Oregon, a release of any interest in the well located on Parcel 1.

5. Simultaneously with the owners of Parcel 2 relinquishing their right to the well located on Parcel 1, the owners of Parcel 1 shall relinquish the owners of Parcel 2 from any further liability of the owners' responsibility to pay for

any liability, costs and expenses of repair to, maintenance of and operation of, said well, pump and pump house.

6. Likewise, should the owners of Parcel 1 decide to drill their own well for their own personal use, the owners of Parcel 1 shall notify the owners of Parcel 2, in writing, of their desire to cease their use of the well located on Parcel 1. The owners of Parcel 1 shall therefore be responsible to obtain and pay for a licensed contractor for the State of Oregon to disconnect Parcel 1 from the well and the owners of Parcel 1 shall file in the real property records for Klamath County, Oregon, a release of any interest in the well located on Parcel 1.

7. The owners of Parcel 2 however, will therefore retain the beneficial use of the well located on Parcel 1 as well as the access easement described in the 1985 Agreement. The only modification in the 1985 Agreement would therefore be that the owners of Parcel 1 would no longer be responsible for all liabilities for the cost and expense of repair to, maintenance of and operation of the well, pump and pump house.

DATED the date first written above.

Owners of Parcel 1:

Peggy Berg, Successor Trustee
Printed Name: PEGGY BERG

Printed Name: _____

Owners of Parcel 2:

Roy Van Dellen
Printed Name: ROY VON DELLEN

Joann Vandellen
Printed Name: JOANN VANDELLEN

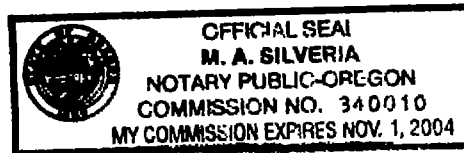
NOTARY ACKNOWLEDGEMENT

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STATE OF OREGON _____
County of Klamath _____ ss.

On May 28, 2004 personally appeared Peggy Berg as Successor Trustee of the Elaine Steademan Revocable Trust and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: M. A. Silveria
Notary Public for Oregon _____
My commission expires: 11/01/04
Official Seal



To be attached to document titled "Easement and Well Maintenance Agreement"

NOTARY ACKNOWLEDGEMENT

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STATE OF OREGON _____
County of Klamath _____ ss.

On June 18, 2004 personally appeared Roy Von Dollen and Jaann Von Dollen and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: M. A. Silveria
Notary Public for Oregon _____
My commission expires: 11/01/04
Official Seal

