

2007-018543

Klamath County, Oregon



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10/29/2007 03:40:18 PM

Fee: \$86.00

**EASEMENT AND  
WELL MAINTENANCE AGREEMENT**

DATED: October 2nd, 2007

**PARTIES:**

Peggy Berg  
2095 California Avenue  
Klamath Falls, OR 97601 (Hereinafter "Berg")

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").

On May 28, 2004 the Estate of Dudley D. Steademan and Elaine S. Steademan, by and through Peggy Berg (hereinafter "Berg"), trustee for the estate of Dudley D. Steademan and Elaine S. Steademan, entered into an Amended Easement and Well Maintenance Agreement with Roy Von Dollen and Joann Von Dollen. That Easement and Well Maintenance Agreement is recorded at Volume M04 page 40445 in the real property records of Klamath County, Oregon. (Hereinafter "2004 Agreement").

The two Parcels of property subject to the 1985 Agreement and the 2004 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")

1. Easement and Well Maintenance Agreement

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 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.

The 2004 Agreement clarifies the responsibilities of the Parties. In the 2004 Agreement, Berg and Von Dollen agreed that should either of the owners of Parcel 1 or Parcel 2 drill their own well and no longer require the services of the common well, either Party can be released of their liability under the 1985 Agreement by notifying the other Party, in writing, that they no longer desire to use the well located on Parcel 1.

Berg and Von Dollen desire to further clarify and modify the 1985 Agreement and the 2004 Agreement by incorporating the addition of separate water meters going to both Parcel 1 and Parcel 2, thus enabling each property owner to pay only their share of the electricity based upon the rate of usage rather than dividing the total electricity bill equally between the Parties as required under the 1985 Agreement and 2004 Agreement.

Attached hereto and by this reference incorporated herein as Exhibit "A" is a copy of the 1985 Agreement. Attached hereto and by this reference incorporated herein as Exhibit "B" is a copy of the 2004 Agreement

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

**AGREEMENT:**

1. The 1985 Agreement and the 2004 Agreements are restated in their entirety.

2. Berg and Von Dollen shall have installed upon their respective water delivery systems, water meters going to each Parcel 1 and Parcel 2.

2. Easement and Well Maintenance Agreement

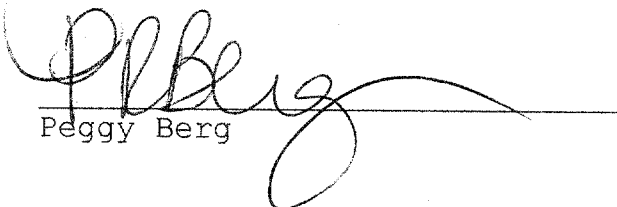
3. Once every month on a date to be agreed upon by both Parties and based upon the timing of billing by the power company, Berg or Von Dollen, or their designated agent(s), shall inspect the water meters and determine each Party's respective proportionate share of the electricity based upon the rate of usage.

4. Both Berg and Von Dollen, their successors and assigns, shall be responsible and pay for their respective water meters servicing their properties, and their upkeep. Should either Party's water meter become inoperable, that property owner shall, as soon as practical (no more than 21 days from discovery), have said water meter repaired or replaced to ensure accurate readings and to ensure that each Party shall pay their proportionate share of the electricity based upon such usage. During any billing period or portion thereof that either Party's water meter is inoperable, the Parties' proportionate share of the electric bill shall be based upon the average of the prior three month's usage.

5. This Agreement shall be interpreted and construed in accordance with the laws of the State of Oregon. Should any suit or action be brought to enforce the terms and provisions of this Agreement, the prevailing party shall be awarded their reasonable attorney's fees, costs and disbursements, both at trial and on appeal. Should any action be instigated to enforce the terms and provisions of this Agreement, the sole jurisdiction shall be in the Klamath County Circuit Court, State of Oregon.

6. The rest and remainder of the 1985 Agreement and 2004 Agreement are reinstated and reconfirmed in their entirety.

DATED the date first written above.

  
Peggy Berg

  
Roy Von Dollen

  
Joann Von Dollen

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 5907

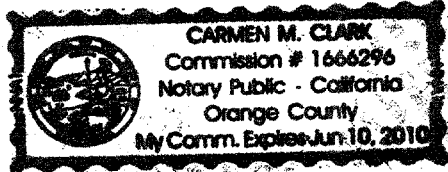
State of California

County of Orange

On 10/2/07 before me, Carmen M. Clark, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Roy Von Dollen and Joann Von Dollen  
NAME(S) OF SIGNER(S)

☐ personally known to me - **OR** - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she ~~they~~ executed the same in ~~his~~ her ~~their~~ authorized capacity(ies), and that by ~~his~~ her ~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Carmen M. Clark

SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

**DESCRIPTION OF ATTACHED DOCUMENT**

Easement & Well  
Maintenance Agreement  
TITLE OR TYPE OF DOCUMENT

3  
NUMBER OF PAGES

10/2/07  
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF OREGON

County of Klamath

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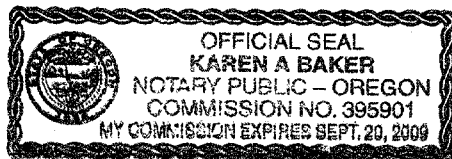
ss. October 23, 2007

Personally appeared, Peggy Berg, and acknowledged the foregoing to be her true act and deed. Before me:

Karen A Baker

Notary public for Oregon

My commission expires: 9-20-09



50383

Vol. M85 Page 9844EASEMENT AND WELL MAINTENANCE AGREEMENT

1  
2 THIS AGREEMENT made this 29 day of May, 1985,  
3 between JACK A. CLEM and NELLIE M. CLEM, husband and wife, as Grantors,  
4 and DUDLEY D. STEADEMAN and ELAINE S. STEADEMAN, husband and wife, as  
5 Grantees;

## WITNESSETH:

6  
7 That Grantors are the owners of certain real property located  
8 in Klamath County, Oregon, and more particularly described as follows:

9 The S½ of Lot 4, Block 9, FIRST ADDITION  
10 TO KENO WHISPERING PINES SUBDIVISION,

11 and that Grantees are the owners of certain real property located in  
12 Klamath County, Oregon, and more particularly described as follows:

13 The N½ of Lot 4, Block 9, FIRST ADDITION  
14 TO KENO WHISPERING PINES SUBDIVISION,

15 and that there is a well located on that certain real property owned  
16 by Grantors and referred to above, and that it is the intention of the  
17 parties herein that Grantees be given an easement across a portion of  
18 Grantors' land for the purpose of giving them access to said well, and  
19 that the parties herein agree to a well maintenance agreement,

20 IT IS HEREBY AGREED As follows: That for and in considera-  
21 tion of the sum of \$ 10.00, receipt of which is hereby acknowledged,  
22 and the mutual covenants and agreements contained herein, Grantors do  
23 hereby convey to Grantees a non-exclusive easement ten feet in width,  
24 described as follows:

25 Beginning at a point on the Southern  
26 boundary line of the N½ of Lot 4, Block 9,  
FIRST ADDITION TO KENO WHISPERING PINES

Page 1 - EASEMENT AND WELL MAINTENANCE AGREEMENT

ROBERT S. HAMILTON, P.C. #67046  
Attorney at Law  
292 Main Street  
Klamath Falls, Oregon 97601-6377  
Telephone (503) 883-1123

EXHIBIT " APage 1 of 4

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1 SUBDIVISION, and at a point approximately  
2 125 feet from the Western boundary line of  
3 said lot, and then proceeding southerly 12  
4 feet from said Southern boundary line to  
5 that well located on Grantors' lot.

6 This easement shall be for the purpose of giving Grantees  
7 access to said well and shall also be for the purpose of allowing  
8 Grantees to have and maintain a water line for the purpose of trans-  
9 porting water from said well to that lot owned by Grantees. That this  
10 easement shall be appurtenant to and shall run for the benefit of that  
11 real property owned by Grantees and described as follows:

12 The N½ of Lot 4, Block 9, FIRST ADDITION  
13 TO KENO WHISPERING PINES SUBDIVISION,  
14 Klamath County, Oregon.

15 This easement shall be subject to the following additional  
16 terms, to-wit:

17 1. That the purpose of said easement shall be to permit  
18 Grantees to share equally with Grantors in the beneficial use and en-  
19 joyment of that well located on the S½ of Lot 4, Block 9, FIRST ADDITION  
20 TO KENO WHISPERING PINES SUBDIVISION, Klamath County, Oregon.

21 2. That the Grantors, their heirs, successors and assigns,  
22 and the Grantees, their heirs, successors and assigns, shall share  
23 equally all liability for the cost and expense of repair to, maintenance  
24 of and operation of said well, pump and pump house.

25 3. This easement shall be perpetual.

26 4. That Grantees, their heirs, successors and assigns, shall  
be responsible for repair and maintenance of any water pipes and lines  
running from the well to Grantees' property.

That a map covering the subject land referred to above is

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ROBERT S. HAMILTON, P.C. #57048  
Attorney at Law  
202 Main Street  
Klamath Falls, Oregon 97601-6377  
Telephone (509) 893-1128

EXHIBIT

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1 attached hereto and by this reference made a part hereof, and which  
2 said map shows the approximate location of the well and easement.  
3 GRANTORS:

GRANTEES:

4 Jack A. Clem  
5 Jack A. Clem

Dudley D. Steademan  
Dudley D. Steademan

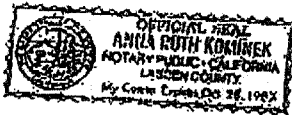
6 Nellie M. Clem  
7 Nellie M. Clem

Elaine S. Steademan  
Elaine S. Steademan

8  
9 STATE OF CALIFORNIA

10 County of  Lassen  ) ss:

11 Before me, on this  29  day of  May , 1984,  
12 personally appeared the above named Jack A. Clem and Nellie M. Clem,  
13 and acknowledged the foregoing instrument to be their voluntary act  
14 and deed.

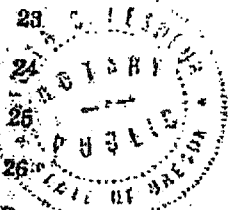


Anna Ruth Kominek  
Notary Public for California  
My Commission Expires:  10-25-86

15  
16  
17 STATE OF OREGON

18 County of  Klamath  ) ss:

19 Before me, on this  11th  day of  June , 1985,  
20 personally appeared the above named Dudley D. Steademan and Elaine S.  
21 Steademan, and acknowledged the foregoing instrument to be their  
22 voluntary act and deed.



Anna Ruth Kominek  
Notary Public for Oregon  
My Commission Expires:  10-25-86

Page 3 - EASEMENT AND WELL MAINTENANCE AGREEMENT

Att:

ROBERT S. HAMILTON, P.C. #67046  
Attorney at Law  
202 Main Street  
Klamath Falls, Oregon 97601-4277  
Telephone (503) 863-1125

EXHIBIT

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of

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Survey #2393

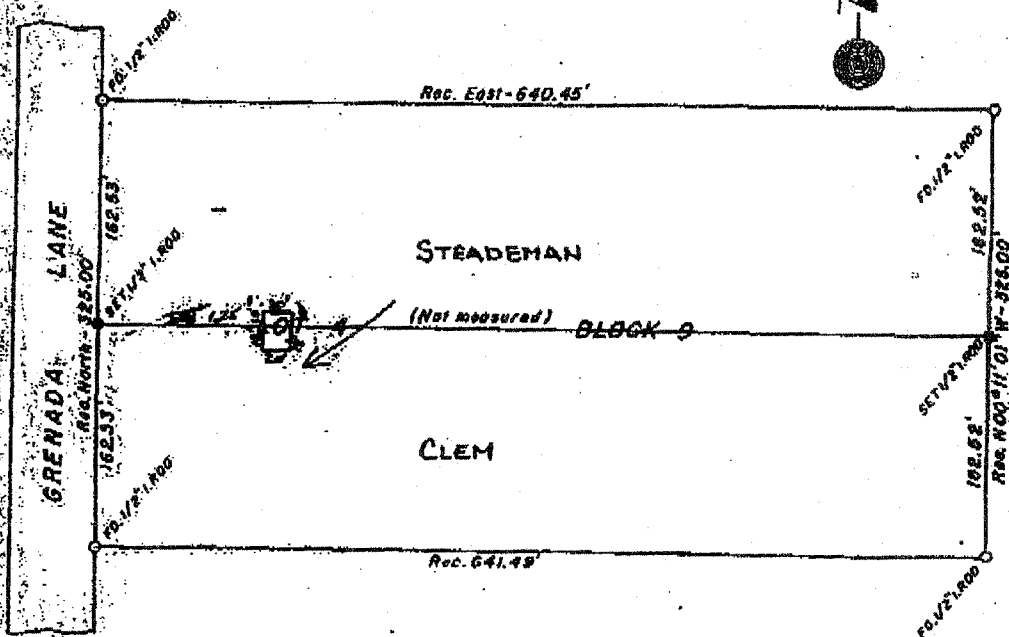
**SURVEY IN**  
**LOT 4, BLOCK 9, FIRST ADDITION TO KENO WHISPERING PINES**  
**KLAMATH COUNTY, OREGON**

9847

SURVEYED FOR: JACK CLEM & DUDLEY STEADEMAN  
SURVEYED BY: LECKLIDER ENGINEERING

DATE: MARCH, 1977  
SCALE: 1" = 100'

Basis of Bearings: Plot Record



APPROVED  
BY: *[Signature]*  
G. ROBERT LECKLIDER  
S & L

**FILED**  
IN THE OFFICE OF THE KLAMATH  
COUNTY SURVEYOR THIS 23 DAY  
OF MARCH 1977  
*[Signature]*  
FRANCIS ROBERTS  
Deputy County Surveyor

STATE OF OREGON: COUNTY OF KLAMATH: ss  
I hereby certify that the within instrument was received and filed for  
record on the 27th day of June A.D., 19 85 at 9:02 o'clock A M,  
and duly recorded in Vol. 885, of Deeds on page 9844.

Fee: \$ 17.00

EVELYN BIEHN, COUNTY CLERK

by: *[Signature]*, Deputy

EXHIBIT

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4 of 4

04 JUN 23 AM 10:40

Vol M04 Page 40445

*Aspen 6/73*  
EASEMENT AND  
WELL MAINTENANCE AGREEMENT

State of Oregon, County of Klamath  
Recorded 08/23/2004 *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 NW¼ 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

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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

**2. Easement and Well Maintenance Agreement**

EXHIBIT " B "

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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 Von Colven  
Printed Name: ROY VON COLVEN

John Von Colven  
Printed Name: JOHN VON COLVEN

3. Easement and Well Maintenance Agreement

EXHIBIT "B"

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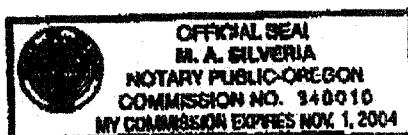
## NOTARY ACKNOWLEDGEMENT

40448

STATE OF OREGON \_\_\_\_\_  
County of Klamath \_\_\_\_\_ ss.

On May 28, 2004 personally appeared Peggy Berg as Successor Trustee of the Elaine Staudeman 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"

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EXHIBIT "B"

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of

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NOTARY ACKNOWLEDGEMENT

40449

STATE OF OREGON \_\_\_\_\_  
County of Klamath \_\_\_\_\_ ss.

On June 18, 2004 personally appeared Roy Von Dollen and Jean 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*

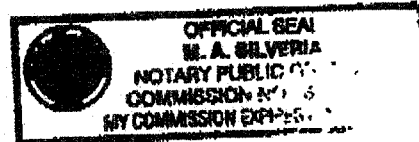
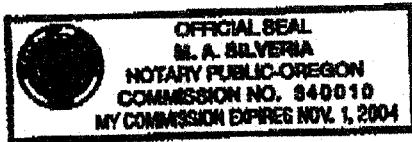


EXHIBIT B

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