

107284598-KR

2009-005524

Klamath County, Oregon



00064625200900055240060060

04/21/2009 11:42:32 AM

Fee: \$46.00

After recording return to:
AmeriTitle Escrow #MT84598-KR
300 Klamath Avenue
Klamath Falls, OR 97601

**RELEASE
OF
SHARED WELL AGREEMENT**

Clifford Baker and Laura Baker, First Party and Maxine Wescom, Second Party
Quitclaims and releases all right, title and interest that we have, if any, under the terms
Of that certain Shared Well Agreement created by instrument dated March 14, 2000 and
Recorded May 14, 2000 in Volume M00, page 8284, Microfilm Records of Klamath
County, Oregon.

Copy of said Shared Well Agreement being extinguished is attached hereto as
Exhibit "A".

This instrument is made to clear the title of the properties described in said Shared
Well Agreement as Lots 12 and 13, Block 34 of FIFTH ADDITION TO KLAMATH
RIVER ACRES, Klamath County, Oregon.

*See Signatures and Notary Acknowledgements on page 2

46amt

X Maxine Wescom
Maxine Wescom

State of Oregon
County of Klamath

On this 21st day of April, 2009, personally appeared before me the above named Maxine Wescom, and acknowledged the foregoing instrument to be her voluntary act and deed.

WITNESS My hand and official seal.



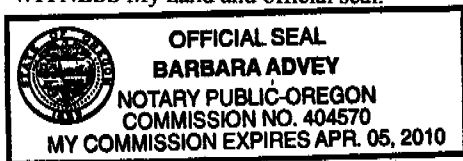
Kristi L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2011

Laura Baker
Laura Baker

State of Oregon
County of Marion

On this 15th day of April, 2009, personally appeared before me the above named Laura Baker, and acknowledged the foregoing instrument to be her voluntary act and deed.

WITNESS My hand and official seal.



Barbara Advey
Notary Public for Oregon
My Commission expires: 4-5-2010

Clifford Baker
Clifford Baker

State of _____
County of _____

On this _____ day of April, 2009, personally appeared before me the above named Clifford Baker, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.

Notary Public for _____
My Commission expires: _____

Maxine Wescom

State of Oregon
County of _____

On this _____ day of April, 2009, personally appeared before me the above named Maxine Wescom, and acknowledged the foregoing instrument to be her voluntary act and deed.

WITNESS My hand and official seal.

Notary Public for Oregon
My Commission expires: _____

Laura Baker

State of Oregon
County of _____

On this _____ day of April, 2009, personally appeared before me the above named Laura Baker, and acknowledged the foregoing instrument to be her voluntary act and deed.

WITNESS My hand and official seal.

SEE ATTACHMENT

Notary Public for Oregon
My Commission expires: _____



Clifford Baker

State of _____
County of _____

On this _____ day of April, 2009, personally appeared before me the above named Clifford Baker, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS My hand and official seal.

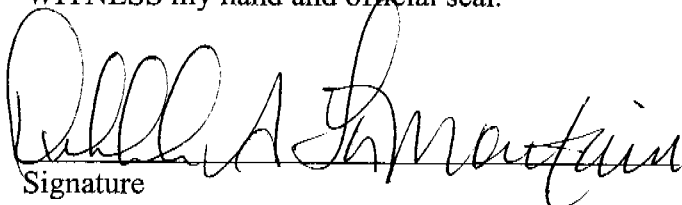
Notary Public for _____
My Commission expires: _____

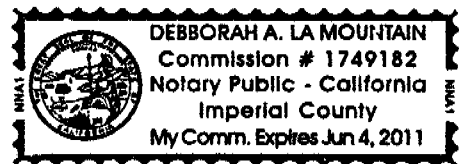
State of California)
)
County of Imperial) SS.

On April 16, 2009, before me, Debborah A. La Mountain, Notary Public, personally appeared CLIFFORD BAKER who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

WITNESS my hand and official seal.


Signature



[SEAL]

MY COMMISSION EXPIRES: 06/04/11

ATTACHED TO:
RELEASE OF SHAREN WELL
AGREEMENT

200 MAR 14 PM 1:22

SHARED WELL AGREEMENT

cl This agreement is entered into between CLIFFORD AND LAURA BAKER, husband and wife, and DEWEY BARNER AND MAXINE WESCOM, hereinafter referred to as "the parties."

The parties agree, that on or about November 23, 1998, they purchased equally, a water well, drilled at 11413 Cackler Court, legally described as Lot 13, Block 34 of FIFTH ADDITION TO KLAMATH RIVER ACRES. The property belongs to CLIFFORD AND LAURA BAKER. DEWEY BARNER AND MAXINE WESCOM, own the property adjacent to this property, legally described as Lot 12, Block 34 FIFTH ADDITION TO KLAMATH RIVER ACRES. Water from said well is distributed to both parties.

The parties agree that monetary compensation for electricity used to power this well will be paid by DEWEY BARNER AND MAXINE WESCOM to CLIFFORD AND LAURA BAKER, in the amount of \$15.00 a month, payable in a lump sum of \$180.00 due the first day of the year, beginning January 1, 2000. It is agreed that this amount may be adjusted as necessary.

The parties agree that maintenance costs, as incurred, will be shared equally between the parties.

The parties agree, that if DEWEY BARNER AND MAXINE WESCOM attempt to sell their property, they will notify CLIFFORD AND LAURA BAKER, at which time, CLIFFORD AND LAURA BAKER will have the opportunity to purchase the well in it's entirety, for the sum of \$4,100.00 (Four thousand, one hundred dollars.) Water access to the BARNER AND WESCOM property will then be available for purchase from the water utility company available to these properties. CLIFFORD AND LAURA BAKER reserve the right to decline this opportunity.

In the event of the sale of the property owned by CLIFFORD AND LAURA BAKER, if, for any reason, the property must be unoccupied for any time, CLIFFORD AND LAURA BAKER will be responsible for electric

20

service remaining in effect at all times in order to power the well.

The parties agree that in the event of the sale of either property of the parties, and CLIFFORD AND LAURA BAKER decline the opportunity to purchase the well in its entirety as outlined above, this agreement shall be deeded to the purchaser of said property. Said purchaser shall be bound to all agreements set forth above. At the time of purchase, said purchaser shall agree to these terms in writing.

In Witness Whereof, the parties have executed this agreement this 14th day of March, 2000.

Dewey Barner
Dewey Barner

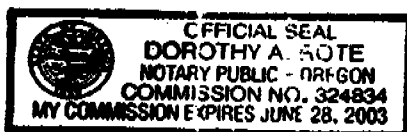
Maxine Wescom
Maxine Wescom

Clifford Baker
Clifford Baker

Laura Baker
Laura Baker

State of Oregon)
)ss.
County of Klamath)

Personally appeared the above Dewey Barner, Maxine Wescom, Clifford Baker and Laura Baker, and acknowledged the foregoing instrument to be their voluntary act and deed.



Dorothy A Rote
Notary Public for Oregon
My Commission Expires June 28, 2003

State of Oregon, County of Klamath
Recorded 3/14/00, at 1:22 p.m.
In Vol. M00 Page 8284
Linda Smith,
County Clerk Fee \$ 26

pd - 3/14 # 281
2600