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2010-014719

Klamath County, Oregon



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Fee: \$62.00

FIRST PARTY NAME & ADDRESS:

Dion Darnell Nelson, Successor Trustee  
of the MATTIE MAE COIT-LIVING TRUST  
1024 Wood St.  
Oakland, CA 94607

SECOND PARTY NAME & ADDRESS:

Robert W. Hansen, Jr. and MARY Joanne  
Hansen, Trustees of the 2000 Hansen Trust

AFTER RECORDING RETURN TO:

Dion Darnell Nelson, Successor Trustee  
of the Mattie Mae Coit Living Trust  
1024 Wood Street  
Oakland, CA 94607

WELL AGREEMENT, WATERWAY EASEMENT  
AND ACCESS EASEMENT

THIS AGREEMENT made and entered into effective the 30th day of December, 2010, by and between DION DARNELL NELSON, Successor Trustee of THE MATTIE MAE COIT-LIVING TRUST UTD May 1, 2006, hereinafter called the First Party; and ROBERT W. HANSEN, JR. AND MARY JOANNE HANSEN, TRUSTEES OF THE 2000 HANSEN TRUST uad 7-12-2000, hereinafter called the Second Party.

WITNESSETH:

WHEREAS, First Party is the owner of certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

Parcel 2 of Land Partition 32-96 situated in the NW  
1/4 NW 1/4 OF Section 32, Township 40 South, Range 11  
EWM, according to the official plat thereof on file in  
the office of the County Clerk of Klamath County,  
Oregon

and has the right to enter into the agreement and to grant the easement hereinafter described relative to the said real estate; and

WHEREAS, Second Party is purchasing certain real property located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

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Parcel 3 of Land Partition 32-96 situated in the NW  
1/4 NW 1/4 OF Section 32, Township 40 South, Range 11  
EWM, according to the official plat thereof on file in  
the office of the County Clerk of Klamath County,  
Oregon

and has the right to enter into the agreement and to grant the  
easement hereinafter described relative to the said real estate;  
and

#### WELL USE AND EASEMENT

NOW THEREFORE, in view of the premises, and in  
consideration of good and valuable consideration by each of the  
parties to the other paid, receipt of all of which is hereby  
acknowledged, they agree as follows:

1. That the parties hereto (and their successors in  
interest as fee simple owners of that certain real property  
described hereinabove) shall each have an undivided interest in  
the water, pump, piping and casings of that certain well,  
located on that certain real property legally described as  
follows, to-wit:

That certain well currently located on PARCEL 2 of  
LAND PARTITON 32-96 situated in the NW1/4NW1/4  
of Section 32, Township 40 South, Range 11 EWM,  
according to the official plat thereof on file in the  
office of the County Clerk of Klamath County, Oregon  
the location of which is described as follows:

Well located at a point which is 29.0 feet North and  
22.8 feet West of the Southeast corner of the said  
PARCEL 2, with piping located underground and  
proceeding from said well in a generally Southerly  
direction to a point which is located on the Southerly  
boundary line of the said PARCEL 2 approximately 15  
feet from the Southeast corner thereof:

which said well will be hereinafter referred to as "joint well";  
and

2. That the percentage of each parties' undivided  
interest in the water, pump, piping and casings of the "joint  
well" shall be as follows:

First Party	50%
Second Party	50%

3. Each party grants to the other an easement to appropriate water from "joint well" hereinabove described as well as the right of ingress and egress to use and maintain the well, pump, piping and casings, as they are now situated, or may be hereafter constructed or replaced in accordance with the within agreement; and

4. Each of the parties, and/or their successors in interest, shall pay their proportionate share of all costs of operation and all other costs to maintain the well, pump, piping and casings for "joint well". Such proportionate share shall be as set forth in the foregoing subparagraph 2. The parties agree that before any major expense is incurred, the parties shall jointly agree to the nature and amount of such expenditure before work is commenced, and before any such expense is incurred; and

5. Each of the parties hereto agree that they shall share the water produced by "joint well" and use the same only for purposes of domestic consumption and lawn and garden watering from said well. This agreement shall not allow for use of waters from "joint well" for irrigation of crops or the like, absent the consent, recorded in the records of Klamath County, Oregon, to such utilization; and

6. Each of the parties hereto further grants an easement over and across their respective parcels of property as piping is presently located to go on the said property for the purposes of installation, repair and maintenance of piping, if such replacement should become necessary to allow the continued enjoyment of the water from the well by any of the parties hereto, or their successors in interest. In the event that such repair or replacement of piping is necessary, the party completing such installation, repair or maintenance agrees to restore the surface of the servient property (including buildings which may have been constructed over the top of where the piping is currently located) of the servient property as nearly as possible to the same condition as it was in before such installation, repair or maintenance commenced.

7. In the event any party to this agreement fails to pay that party's proportionate share of costs upon demand, any other party may pay the same, and further may terminate the defaulting party's right to use the water during the period of default, and may file a lien upon the real property of the defaulting party by filing a "Notice of Lien" under this agreement with the County Clerk of Klamath County, Oregon. Any non-defaulting

party may foreclose the lien as provided by the present ORS Chapter 88 (or any succeeding or replacement Chapter), and shall be entitled to an award of reasonable attorney's fees in any foreclosure or enforcement action, whether or not suit or action is brought, both at trial and on appeal of any such enforcement action.

8. Maintenance of the easement herein granted and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the parties in the proportionate percentage amounts as is set forth in paragraph 2 hereinabove. Should any party hereto cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage at that party's sole expense.

#### ACCESS EASEMENT

The First Party does hereby grant, assign and set over unto Second Party and the Second Party does hereby grant, assign and set over unto First Party an easement for ingress, egress and right of way purposes, over, across and on all of that certain real property described as follows:

The continuing right to utilize that certain existing driveway as it is currently configured, such driveway being generally described as follows:

8 feet on either side (a total of 16 feet) of the Easterly boundary line of Parcel 2 of Land Partition 32-96 (consistent with the currently existing and platted "16 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES" set out thereon.

said easement to be appurtenant to each and every portion of that certain real property located in the County of Klamath, State of Oregon, legally described hereinabove.

Each Party shall have all rights of ingress and egress to and from said real property, (including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the use, enjoyment, operation, and maintenance of the access easement hereby granted and all rights and privileges incident thereto.

9. That the percentage of each parties' undivided interest in the access easement shall be as follows:

First Party	50%
Second Party	50%

10. Maintenance of the easement herein granted and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the parties in the proportionate percentage amounts as is set forth in paragraph 9 hereinabove. Should any party hereto cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of repair of said damage at that party's sole expense.

#### GENERAL

11. Except as to the rights herein granted, each Party shall have the use and control of that Party's respectively owned property above described.

12. This agreement and the easements herein granted shall be perpetual.

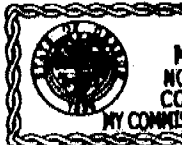
13. This agreement may be modified only in writing executed by the owners of all parcels affected by the within agreement.

14. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, successors and assigns, and this agreement shall be appurtenant to the real property hereinabove described and shall run with the land.

15. In construing this instrument and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on the day and year set forth hereinabove.

*Dion Darnell Nelson*  
X *Successor Trustee*  
DION DARNELL NELSON, ROBERT W. HANSEN, JR., Trustee  
*Robert W. Hansen, Jr.*  
Successor Trustee



Mary Joanne Hansen  
MARY JOANNE HANSEN, Trustee Trustee

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on the 30th  
day of Dec, 2010 by DION DARNELL NELSON, SUCCESSOR  
TRUSTEE OF THE MATTIE MAE COIT-LIVING TRUST UTD May 1, 2006.

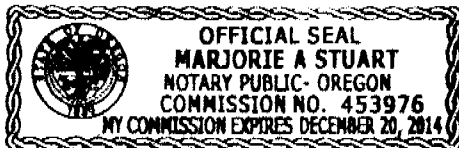


MAS  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12/20/14

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on the 30th  
day of Dec, 2010 by ROBERT W. HANSEN, JR. AND MARY  
JOANNE HANSEN, TRUSTEES OF THE 2000 HANSEN TRUST uad  
July 12, 2010.



MAS  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12/20/14

