

Tax Statements To:
No Change

2021-002671
Klamath County, Oregon

After Recording Return To:
Brewer & Coulombe, PC
456 SW Monroe Ave Suite 101
Corvallis OR 97333



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02/22/2021 02:29:30 PM

Fee: \$97.00

Termination of Well Use, Payment & Maintenance Agreement

This Termination of Well Use, Payment & Maintenance Agreement ("Termination"), is entered into on this 20th day of January, 2021 (the "Effective Date") by and between the Jayne Helmer Trust u/a/d June 3, 2005, as amended on February 13, 2014 (Seller), by and through its Co-Trustee Cynthia J. Carson ("Owner - Lot 1"), and the Jayne Helmer Trust u/a/d June 3, 2005, as amended on February 13, 2014 (Seller), by and through its Co-Trustee Cynthia J. Carson ("Owner - Lot 2") (collectively the "Parties" or separately a "Party") with reference to the following:

Recitals:

A. Owner-Lot 1 is the owner of the real property legally described as follows:

Lot 1 in Block 14, FIRST ADDITION TO RIVER PINE ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

B. Owner-Lot 2 is the owner of the real property legally described as follows:

Lot 2 in Block 14, FIRST ADDITION TO RIVER PINE ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

C. The Parties' predecessors in interest, Richard Helmer and Jayne Helmer, Trustees of the Richard and Jayne Helmer Revocable Trust ("Prior Owner - Lot 1") and Richard Helmer and Jayne Helmer, Trustees of the Richard and Jayne Helmer Revocable Trust ("Prior Owner - Lot 2") entered into a Well Use, Payment & Maintenance Agreement dated August 20, 2007, recorded August 29, 2007, as 2007-015300, and re-recorded September 4, 2007, as 2007-015564, Records of Klamath County, Oregon (the "Prior Agreement").

D. The Prior Agreement granted to Owner-Lot 1, owner of the well located on Lot 1, easements and rights to construct a second well within a 250-foot radius of the existing well. The Prior Agreement granted to Owner-Lot 2, an easement for the repair and maintenance of the existing well. Owner-Lot 1 and Owner-Lot 2 each were granted a 50% interest in the existing well and its output.

E. The Parties have consulted with experts and state and local authorities who have opined that the Prior Agreement is no longer needed. The Parties agree to terminate the Prior Agreement and to release any and all interests related thereto, including but not limited to the easements granted by that Prior Agreement.

Agreement:

NOW, THEREFORE, for value and in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Termination of Agreement

The Parties agree that the Well Use, Payment & Maintenance Agreement described above is no longer needed and hereby terminate, and they release that Well Use, Payment & Maintenance Agreement. That Prior Agreement shall have no further force or effect, and the Parties herein mutually agree to release, relinquish, and terminate all of the rights, titles, and interests arising due to the Prior Agreement.

2. Further Assurances

Each Party agrees to execute and deliver such other documents and to do and perform such other acts and things, as any other Party may reasonably request, in order to carry out the intent and accomplish the purposes of this Termination.

3. Counterparts

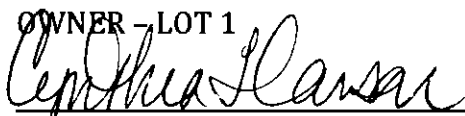
This Termination may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4. Rule of Construction

Any rule of construction interpreting a document against its drafter shall be inapplicable.

IN WITNESS WHEREOF, the above-named parties have hereunto set their hands as of the date first set forth above. This Agreement shall be effective as of the date set forth above. By signing below, Cynthia J. Carson warrants that she is authorized to execute this instrument and to bind the Jayne Helmer Trust to this termination.

OWNER - LOT 1



Cynthia J. Carson, Successor Co-Trustee of the Jayne Helmer Trust u/a/d June 3, 2005, as amended on February 13, 2014

State of Washington
County of Clack

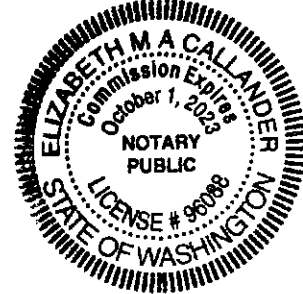
This instrument was acknowledged before me on January 20th, 2021, by Cynthia J.

Carson as Successor Co-Trustee of the Jayne Helmer Trust.

Elizabeth M. A. Callander
Notary Public for ~~Oregon~~ Washington
My Commission Expires: October 1, 2023

OWNER - LOT 2

Cynthia J. Carson
Cynthia J. Carson, Successor Co-Trustee of the Jayne Helmer
Trust u/a/d June 3, 2005, as amended on February 13, 2014



State of Washington
County of Clark

This instrument was acknowledged before me on January 20th, 2021, by Cynthia J. Carson as Successor Co-Trustee of the Jayne Helmer Trust.

Elizabeth M. A. Callander
Notary Public for ~~Oregon~~ Washington
My Commission Expires: October 1, 2023

