

## AMENDED WATER WELL AND EASEMENT AGREEMENT

THIS AGREEMENT made this 3rd day of February, 1989, by and between SAUNDRA COUCH, hereinafter referred to as First Party, and JOHN M. ANDERSON and JOANN M. ANDERSON, husband and wife, hereinafter referred to as Second Party;

W I T N E S S E T H:

WHEREAS, Second Parties are the owners of the following described real property, situate in Klamath County, Oregon:

A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, Township 39 South, Range 10 E.W.M., more particularly described as follows:  
Beginning at a one-half inch iron pipe on the Southerly line of Pine Grove Road and on the North-South center of section line, said point being South 00°06' West a distance of 51.00 feet from the quarter corner common to Sections 9 and 4; thence continuing south 00°06' West a distance of 513.93 feet to a point; thence West 363.64 feet to the true point of beginning; thence South 69°35' West a distance of 170.84 feet; thence South 76°35' West a distance of 135.22 feet to an iron pin; thence North 00°06' East a distance of 154.27 feet to a one-half inch iron pin, said iron pin located on the Southerly right of way line of Pine Grove Road; thence North 76°36' East, along the Southerly right of way a distance of 99.16 feet to a one-half inch iron pin marking the beginning of a 10.4 degree curve left, having a chord which bears North 69°07" East and a chord length of 134.28 feet; thence Northeasterly along the arc of said curve a distance of 134.62 feet; thence South 27°25'02" East a distance of 149.99 feet to the point of beginning;

and First Parties are the owners of the following described real property situate in Klamath County, Oregon:

A parcel of land located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 9, Township 39 South, Range 10 East, Willamette Meridian, more particularly described as follows:  
Beginning at a point which is located South 00°06' West a distance of 564.93 feet and West a distance of 160.00 feet from the quarter corner common to Sections 9 and 4; thence West a distance of 203.64 feet; thence North 27°25'02" West a distance of 149.99 feet to a point on the Southeasterly right of way line of Pine Grove Road; thence Northeasterly along the arc of a 10.4 degree curve to the left a distance of 218.43 feet, the chord of said curve bears North 51°15'25" East and the length of said chord is 217.01 feet; thence South 21°02'55" East a distance of 288.29 feet to the point of beginning;

WHEREAS, there is a well and pump house situate on the property line between the two above described parcels of real property; and

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WHEREAS, both parties own an undivided one-half interest in the said well and pump house; and

WHEREAS, both parties pump their water from the said well; and

WHEREAS, both parties wish to provide for the payment of expenses of maintenance, repairs and replacements of the pump house and well, now therefore

NOW, THEREFORE, it is hereby agreed for and in consideration of the mutual promises contained herein, that both parties shall bear and pay one-half of all expenses of maintenance and repairs of the said pump house and well; however, each shall bear individual expenses for the repair and maintenance of their respective pumps and water systems (other than the said well and pump house); and

IT IS FURTHER HEREBY AGREED that, before any major expense is incurred, each of the said parties shall jointly agree to the nature and amount of such expenditure, before work is commenced, and before any such expense is incurred; and

IT IS FURTHER AGREED that each of the parties grants an easement, which said easement is for purposes of allowing ingress and egress to that portion of well or pump house located on the real property of the other party; and

IT IS FURTHER HEREBY AGREED that the rights created by this agreement shall run with the land and in the event any party sells the land subject to the within Water Well and Easement Agreement, the purchaser shall be bound by this agreement.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In construing this instrument where the context so requires, the singular includes the plural and the all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the parties have set their hands the day and year set forth hereinbelow.

Dated: Feb 2nd 1989

Saundra Couch  
Saundra Couch

Dated: 2/2/89

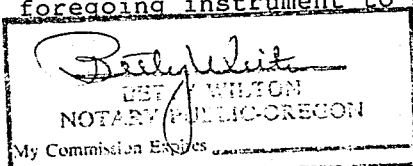
John M. Anderson  
John M. Anderson

Dated: 2-2-89

Joann M. Anderson  
Joann M. Anderson

STATE OF OREGON, County of Klamath)ss:

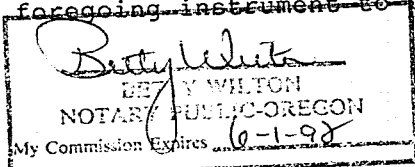
PERSONALLY APPEARED Saundra Couch, and acknowledged the foregoing instrument to be her voluntary act and deed.



Betty Wilton  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-1-92

STATE OF OREGON, County of Klamath)ss:

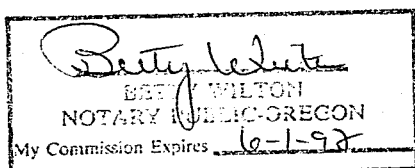
PERSONALLY APPEARED John M. Anderson, and acknowledged the foregoing instrument to be his voluntary act and deed.



Betty Wilton  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-1-92

STATE OF OREGON, County of Klamath)ss:

PERSONALLY APPEARED Joann M. Anderson, and acknowledged the foregoing instrument to be her voluntary act and deed.



Betty Wilton  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6-1-92

Return to  
Sandra Couch  
7017 Rosaria Place  
Klamath Falls, Ore. 97603

AMENDED WATER WELL AND EASEMENT AGREEMENT - Page 3

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Sandra Couch the 10th day of Feb. A.D., 19 89 at 2:08 o'clock P.M., and duly recorded in Vol. M89, of Deeds on Page 2652.

FEE \$18.00

Evelyn Biehn County Clerk  
By Pauline Mullins

1800-22