

Coo-80
AMENDED EASEMENT AGREEMENT

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PARTIES: STEVE WILSON and BARBARA WILSON, Grantor.
SCOTT CREEK PROPERTY OWNERS' ASSOCIATION, Grantee.

GRANT OF EASEMENT: Grantor is the owner of property more particularly described as:

A tract of land situated in the S1/2 SW1/4 NW1/4 of Section 16, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, more particularly described as follows: That portion of the SE1/4 SW1/4 NW1/4 lying West of a North-South (bearings based on a solar observation) line 989.57 feet East of the West 1/4 corner of said Section 16.

Grantor does hereby grant unto Grantee, its successors and assigns, an exclusive easement on and through the above property for the sole purpose of the construction and maintenance of a pond overflow ditch. The location and description of the easement is as follows:

An easement 30 feet in width lying parallel to and westerly of the easterly line of the above described property.

STATEMENT OF PURPOSE: This Easement Agreement is intended to amend and restrict the easement granted in the Quitclaim Deed between David M. Low and Paula R. Low and the Scott Creek Property Owners' Association dated June 26, 1996, and the Quitclaim Deed between Pauline Fox and the Scott Creek Property Owners' Association signed June 28, 1996. Grantee and Grantor hereby consent to the amendment of those easements. The easement described above shall be used for the construction and maintenance of a pond overflow ditch only.

TYPE OF EASEMENT: The easement described above shall be exclusively for the benefit of the Grantee or its assigns and shall perpetually encumber the affected property.

INDEMNIFICATION: The Grantee does hereby agree to defend and hold harmless Grantor, their successors and assigns from any claim of liability or otherwise arising out of the Grantee's use of the easement described above.

REMEDIES: In addition to all other remedies allowed by law, the parties, their successors and assigns shall have the right to seek injunctive relief for the enforcement of the terms and conditions of this agreement.

BINDING EFFECT ON SUCCESSOR INTERESTS: The terms, conditions and provisions of this agreement shall extend to, be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties.

Return:

BRYANT, EMERSON & FITCH
ATTORNEYS AT LAW
888 WEST EVERGREEN AVENUE
P.O. BOX 457
REDMOND, OREGON 97756-0103
TELEPHONE (541) 548-2151
FAX (541) 548-1895

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ATTORNEY FEES: In case suit or action is instituted upon or in connection with this agreement, the prevailing party shall be entitled to recover from the losing party such sums as the court may adjudge reasonable as attorney fees and costs in such suit or action, or upon appeal.

DATED this 25TH day of June, 2000.

GRANTOR:

Steve M. Wilson
STEVE WILSON

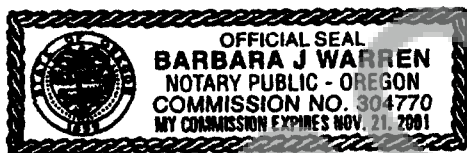
Barbara L. Wilson
BARBARA WILSON

GRANTEE:

By: Shirley A. Wilson
SCOTT CREEK PROPERTY
OWNERS' ASSOCIATION

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above named STEVE WILSON and BARBARA WILSON and acknowledged the foregoing instrument to be their voluntary act and deed.



Barbara J. Warren
Notary Public for Oregon
My commission expires: 11/21/01

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared the above named Shirley A. Wilson, who is the President of Scott Creek Property Owners' Association, and acknowledged the foregoing instrument to be his/her voluntary act and deed on behalf of the Association.



Richard G. Bruce
Notary Public for Oregon
My commission expires: 3/22/03