

2011-010883

Klamath County, Oregon



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09/29/2011 11:02:03 AM

Fee: \$52.00

RECORDING COVER SHEET *mrc 90*

THIS COVER SHEET HAS BEEN PREPARED BY THE
PERSON PRESENTING THE ATTACHED INSTRUMENT
FOR RECORDING. ANY ERRORS IN THIS COVER SHEET
DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

After Recording Return To:

*Art & Mary Davina
1303 Lower Lake Rd.
Klamath Falls, OR 97603*

1. Name(s) of the Transaction(s):

NON-EXCLUSIVE RECIPROCAL EASEMENT AGREEMENT

2. Direct Party (Grantor):

CARY ANN BAILEY: ART DAVINA AND MARY DAVINA AND
LAWRENCE D. CHEYNE, JR. AND SANDRA A. CHEYNE

3. Indirect Party (Grantee):

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

N/A

52 Dmt

Addendum to Vol M02 Page 69231-69246 State of Oregon, County of Klamath, Recorded 11/27/2002.

NON-EXCLUSIVE RECIPROCAL EASEMENT AGREEMENT

This document serves as an addendum to this document and becomes the Well Agreement between properties located at:

1377 Lower Klamath Lake Road (Referenced Deed Vol, 2007, Page 014582)
Owner and grantor, Cary Ann Bailey. (Co-owner LeRoy Bailey, deceased 5/20/2009)
PARCEL "A"

AND

1363 Lower Klamath Lake Road (Referenced Deed M00, Page 44971)
Owners and grantors, Art Davina and Mary Davina.
PARCEL "B"

AND

1345 Lower Klamath Lake Road (Referenced Deed M67, Page 4500)
Owners and grantors, Lawrence D Cheyne, Jr and Sandra A Cheyne.
PARCEL "C"

Addendum to Vol. M02, Page 69231-69246, Section 6.0; also known as Non Exclusive Reciprocal Easement Agreement, in accordance with use and maintenance of two wells referenced in said document are now amended as follows:

1. All rights, easements, cost and responsibilities addressed in Original Agreement will remain intact as specified in that agreement except as noted in this document.
2. The well located on Parcel "A" (large well) will supply the three individual parcels.
3. The well located on Parcel "B" (small well) will serve as a back-up water supply to large well located on Parcel "A".
4. No more than a total of three (3) residences will be allowed on both wells.
5. The maintenance agreement is amended to split any maintenance associated with either well 1/3 to each party.
6. Electrical costs to operate both wells will be split 1/3 to each party.
7. A new well pump to the large well located on Parcel "A" was replaced in July, 2011 and replacement costs were shared 1/3 to each party.

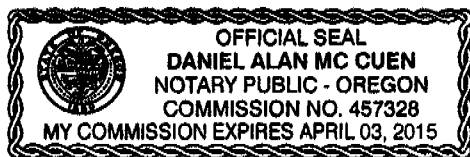
DATED this 13 day of SEPTEMBER, 2011.

Cary Ann T. Bailey
Cary Ann T. Bailey

Date: 9/13/11

STATE OF OREGON)
) ss.
County of LINCOLN)

SUBSCRIBED AND SWORN to before me this 13 day of SEPTEMBER, 2011,
by Cary Ann T. Bailey.



[Signature]

Notary Public for Oregon

My commission expires: 4/3/15

DATED this 27th day of Sept, 2011.

Lawrence D. Cheyne, Jr.
Lawrence D. Cheyne, Jr.

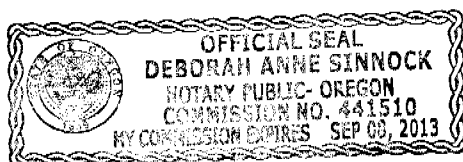
Date: 9/27/11

Sandra A Cheyne
Sandra A Cheyne

Date: 9/27/11

STATE OF OREGON)
) ss.
County of Klamath)

SUBSCRIBED AND SWORN to before me this 27th day of Sept, 2011,
by Lawrence and Sandra Cheyne.



Deborah Anne Sinnock
Notary Public for Oregon
My commission expires: 9-8-13

DATED this 16th day of Sept, 2011.

Art Davina
Art Davina

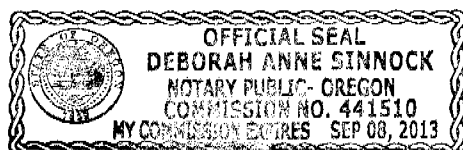
Date: 9/16/11

Mary Davina
Mary Davina

Date: 9/16/11

STATE OF OREGON)
) ss.
County of Klamath)

SUBSCRIBED AND SWORN to before me this 16th day of Sept, 2011,
by Art and Mary Davina.



Deborah Anne Sinnock
Notary Public for Oregon
My commission expires: 9-8-13