

2020-007874

Klamath County, Oregon



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06/29/2020 10:09:36 AM

Fee: \$87.00

Grantors:

Mark Nigh and Teresa Sebren
43181 Green Forest Dr.
Chiloquin Or 97624

Grantee:

Mark Nigh and Elsie Nigh
43077 Green Forest Dr.
Chiloquin Or 97624

After Recording Return to: Grantors

AMENDED SHARED WELL AGREEMENT

This instrument amends and replaces the Shared Well Agreement recorded on May 12, 2020 in Klamath County Deed Records 2020-005923.

WHEREAS, Mark Nigh and Teresa Sebren, hereinafter referred to as the Grantors, are the owners of the real property located in Klamath County, Oregon more particularly described as:

Parcel 1

A tract of land situated in the NE 1/4 of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the East line of said Section 21, said point being North 00 degrees 00' 46" West a distance of 1085.82 feet from the East 1/4 corner of said Section 21; thence South 60 degrees 43' 16" West 487.36 feet, to the Easterly right of way line of Green Forest Drive; thence along the Easterly right of way line of Green Forest Drive, along the arc of a curve to the right (radius point bears North 43 degrees 44' 55" East 170 feet, central angle is 46 degrees 15' 05") 137.23 feet, North 1091 .90 feet, along the arc of a curve to the left (radius is 230.00 feet, central angle is 32 degrees 07' 35") 128.09 feet, North 32 degrees 07' 35" West 83.40 feet the Southerly right of way line of the County Road; thence along the said Southerly right of way line to the East line of said Section 21; thence South 00 degrees 00' 46" East along the East line of said Section 21 to the point of beginning, with bearings based on tract 1029 - Sprague River Pines a duly recorded subdivision.

Parcel 2

A tract of land situated in the E 1/2, E 1/2, of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on a curve on Green Forest Drive, said point being South 17 degrees 30' 10" West a distance of 1779.60 feet from the Northeast corner of said Section 21; Thence along the arc of a curve to the left (radius point bears North 82 degrees 31' 36" East 230 feet, central angle is 38 degrees 46' 41 ") 155.67 feet; thence along the arc of a curve to the right (radius point bears South 52 degrees 55' 01" West 500.00 feet, central angle is 78 degrees 52' 34") 688.32 feet; thence South 41 degrees 47' 35" West 497.95 feet to a point on the Westerly boundary of Tract 1029 - Sprague River Pines, a duly recorded subdivision; thence Southerly along said Tract 1029 to the South line of said Section 21; thence Westerly along said South line 874.5 feet to the Southwest corner of the E 1/2, E 1/2, of said Section 21; thence Northerly along the West line of the E 1/2, E 1/2, of said Section 21 to the Southwest corner of that tract of land described in Deed Volume M-69 at page 2047, as recorded in the Klamath County Deed Records; thence along the Southwesterly line of said deed volume M-69 at page 2047 and deed volume M-76 at page 16681 to a point that bears South 49 degrees 42' 03" West from the point of beginning; thence North 49 degrees 42' 03" East 497.8 feet, more or less, to the point of beginning, including the area within the meandering Sprague River, with bearings based on the said Tract 1029 - Sprague River Pines.

Less a tract of land situated in the NE 1/4 of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the Southerly right of way line of the Williamson River Road and the Easterly right of way line of Green Forest Drive; thence Southerly along the Easterly

right of way line of said Green Forest Drive a distance of 377 feet to the true point of beginning; thence East a distance of 225 feet; thence Southerly parallel to the East right of way line of Green Forest Drive a distance of 142 feet; thence West a distance of 252 feet to the East right of way line of Green Forest Drive; thence North along said east right of way line a distance of 142 feet, more or less, to the true point of beginning.

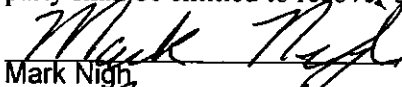
and Mark Nigh and Elsie Nigh, hereinafter referred to as the Grantees, are the owners of real property located in Klamath County, Oregon more particularly described as:

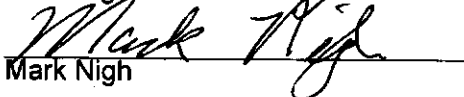
A tract of land situated in the NE 1/4 of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, County of Klamath, State of Oregon, more particularly described as follows: Beginning at the intersection of the Southerly right of way line of the Williamson River Road and the Easterly right of way line of Green Forest Drive; thence Southerly along the Easterly right of way line of said Green Forest Drive a distance of 377 feet to the true point of beginning; thence East a distance of 225 feet; thence Southerly parallel to the East right of way line of Green Forest Drive a distance of 142 feet; thence West a distance of 225 feet to the East right of way line of Green Forest Drive; thence North along said East right of way line a distance of 142 feet, more or less, to the true point of beginning.

WHEREAS, a domestic well is located on the property of Grantors referred to above which serves a residence located on that property and on the Grantee's property;

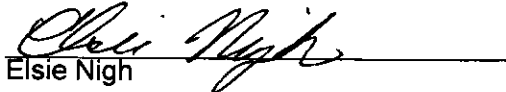
NOW, THEREFORE, IT IS HEREBY AGREED that the Grantors do hereby give and grant to Grantees, their heirs, successors and assignees, for the benefit of the Grantees for the property described herein a permanent easement in, to, upon and over the Grantors' property described herein for the purpose of taking water for domestic purposes and for the purpose of installing, laying, constructing, maintaining and keeping in repair pipes, mains, conduits and electric service as is needed for the Grantees to receive water from the well. The parties agree that the costs associated with the well, other than electrical service, but including any maintenance to the pump itself, shall be paid jointly, with the Grantees paying Grantors the sum of \$20.00 per month. The parties further agree that they shall jointly share in any expenses relating to the maintenance of the well. Payment shall be due within 15 days of the date of the date the party performing the work provides the other party with a copy of any statement or bill. Each party shall be responsible for the maintenance of the lines to their respective residences from the pump house.

Should either party fail to make any payment required hereunder, and such failure continue for a period of 30 days following written notice to other party of such failure, that party may institute proceedings in the Klamath County Circuit Court to compel compliance with this agreement and to recover from the other party the cost of maintenance. Should such an action be filed, the prevailing party shall be entitled to recover their reasonable attorneys fees, whether at trial or on appeal.

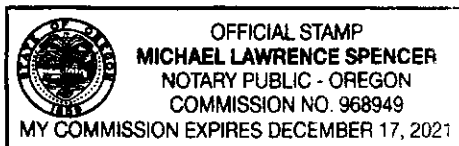

Mark Nigh

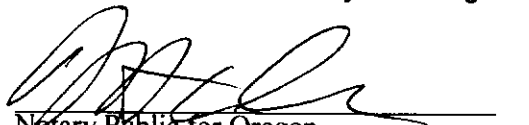

Mark Nigh


Teresa Sebrén

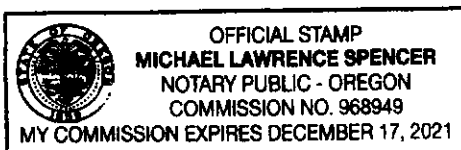

Elsie Nigh

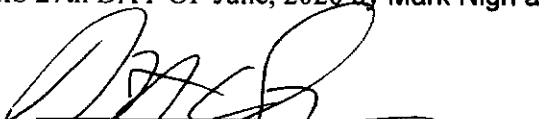
SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF June, 2020 by Mark Nigh and Teresa Sebrén.




Notary Public for Oregon
My Commission Expires: 12-17-2020

SUBSCRIBED AND SWORN TO BEFORE ME THIS 27th DAY OF June, 2020 by Mark Nigh and Elsie Nigh.




Notary Public for Florida
My Commission Expires: 12-17-2020