

EASEMENT

THIS EASEMENT is made and entered into this July day of July, 1988, between JAMES C. CHEYNE and LORETTA M. CHEYNE, husband and wife (collectively "J. Cheyne"), and VINCENT O. CHEYNE ("V. Cheyne").

## RECITALS:

A. J. Cheyne is the owner of that certain real property, the legal description of which is attached hereto as Exhibit "A" and by this reference incorporated herein.

B. V. Cheyne is the owner of that certain real property, the legal description of which is attached hereto as Exhibit "B" and by this reference incorporated herein.

C. There is located on the property owned by J. Cheyne a well and related facilities owned by V. Cheyne which serves the property owned by V. Cheyne.

NOW, THEREFORE, in consideration of V. Cheyne and Diane Cheyne withdrawing from Cheyne Brothers and conveying their right in the property described in Exhibit "A", it is mutually agreed as follows:

1. J. Cheyne hereby grants, bargains, sell and conveys to V. Cheyne, his heirs, personal representatives, successors and assigns, non-exclusive easement over and across the property described in Exhibit "A" for the purpose of access to and maintenance of the well and related facilities. V. Cheyne shall have the right of ingress and egress over and across the property described in Exhibit "A" for the purposes set forth herein.

2. J. Cheyne hereby grants, bargains, sell and conveys to V. Cheyne, his heirs, personal representatives, successors and assigns, the right to all of the water from the well located on the property described in Exhibit "A" for the use of the property described in Exhibit "B".

3. V. Cheyne agrees to maintain the well and related facilities.

4. Notwithstanding anything to the contrary provided herein, J. Cheyne may terminate this Easement on one hundred eighty (180) days' prior written notice to V. Cheyne in the event the property described in Exhibit "A" is sold to an unrelated third person. In said event, V. Cheyne agrees to execute and record a Quitclaim Deed evidencing the termination

of this Easement. Upon termination of this Easement, V. Cheyne shall have the right to remove all equipment servicing the well from the easement area.

5. In the event suit or action is filed to enforce any rights arising out of this Agreement, the prevailing party in such suit or action shall be awarded, and the losing party shall pay, its reasonable attorneys fees as determined by the court at trial, or upon any appeal.

6. This Agreement shall inure to the benefit and shall be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns. This Agreement and the rights and obligations of the parties shall benefit and burden all of the property described in this Agreement during the term hereof and during the term hereof shall run with the land so long as the well on the real property described in Exhibit "A" shall exist.

IN WITNESS WHEREOF, the parties have executed this Easement the day and year first above written.

*James C. Cheyne*  
James C. Cheyne

  
Vincent O. Cheyne

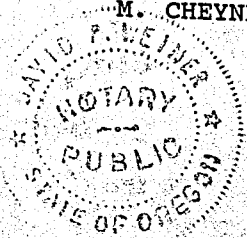
Loretta M. Cheyne  
Loretta M. Cheyne

STATE OF OREGON

County of Klamath

)  
) SS.  
)

The foregoing instrument was acknowledged before me this 8th day of July, 1988, by JAMES C. CHEYNE and LORETTA M. CHEYNE, husband and wife.



Notary Public for Oregon

My Commission Expires: 7/11/24

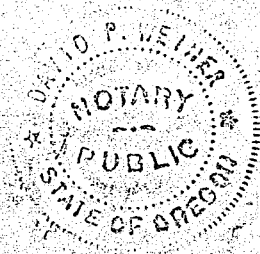
11035

STATE OF OREGON

County of Klamath

) ss.  
)

pt The foregoing instrument was acknowledged before me this  
day of July, 1988, by VINCENT O. CHEYNE.



David P. Weiner  
Notary Public for Oregon  
My Commission Expires: 7/1/89

EXHIBIT "A"

A tract of land situated in Farm Unit "C" and Government Lot 6 being in the SE $\frac{1}{4}$  of Section 16, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the East  $\frac{1}{4}$  corner of said Section 16; thence South 00°14' West 1150.00 feet to the intersection of Broadway and Rosicky Avenue; thence North 89°46' West along the centerline of said Rosicky Avenue and its extension, 2087.16 feet to a point marking the true point of beginning; thence South 00°14' West 216 feet, more or less, to the Northerly right of way line of Depot Road; thence South 71°23'40" West along said right of way line 588 feet, more or less, to the West line of the SE $\frac{1}{4}$  of said Section 16; thence Northerly along the West line of the said SE $\frac{1}{4}$  406 feet, more or less, to a point which bears North 89°46' West from the true point of beginning; thence South 89°46' East 557 feet, more or less to the true point of beginning.



EXHIBIT "B"

We have searched our Tract Indices as to the following described property:

That portion of the S $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 16, Township 41 South, Range 12 East of the Willamette Meridian, described as follows:

Beginning at the intersection of the Northeasterly line of the Great Northern Railroad right of way, 300 feet wide, as described in Deed recorded in Volume 96, page 109, of Deed Records of Klamath County, Oregon, with the Northwesterly line of the Depot Road, 80 feet wide, as described in deed recorded in Volume 96, page 173 of Deed Records of said County; thence North 71°45' East along said Depot road a distance of 263.29 feet to the true point of beginning of this description; thence North 165.23 feet; thence West 549.60 feet to the Northeasterly line of said Railroad right of way; thence following the boundary line of said Railroad right of way to its intersection with the North line of the South half of the Southwest Quarter of Section 16, thence East along said North line to the Northeast corner of the Southeast quarter of the Southwest quarter; thence South along the East line of said Southeast Quarter of the Southwest Quarter, 277.90 feet, more or less to the intersection with the Northwesterly line of the Depot Road; thence Southwesterly along the Northwesterly line of the Depot Road to the point of beginning. EXCEPTING therefrom an additional portion conveyed to the Great Northern Railway by Deed recorded in Volume 105 page 209, records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of David P. Weiner, Esq. the 13th day of July A.D., 19 88 at 2:23 o'clock P. M., and duly recorded in Vol. M88 of Deeds on Page 11033.

FEE \$28.00

Evelyn Biehn County Clerk

By Pauline Mueller

Return: David P. Weiner, Esq.  
4640 S.W. Macadam Ave., #200  
Portland, Or. 97201