

ATC # 01044409

## EASEMENT

LES UNRUH, TRUSTEE OF THE LES UNRUH REVOCABLE LIVING TRUST, GRANTOR, DOES HEREBY GRANT AND CONVEY TO JAMES T. CHAFFIN AND SHAUNA R. CHAFFIN, HUSBAND AND WIFE, GRANTEEES, A PERMANENT, NONEXCLUSIVE EASEMENT AND RIGHT-OF-WAY TEN (10) FEET IN WIDTH, OVER, ACROSS, AND ALONG THE NORTH BOUNDARY LINE OF THE NORTH 1/2 NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 SOUTH, RANGE 21 EAST OF THE WILLAMETTE MERIDIAN IN KLAMATH COUNTY, OREGON, FOR THE PURPOSE OF INSTALLING AND MAINTAINING AN IRRIGATION MAINLINE IN AN EXISTING DRAINAGE DITCH LOCATED ON THE EASEMENT DESCRIBED BELOW.

THIS GRANTED EASEMENT SHALL BE APPURTENANT TO AND SHALL BENEFIT THE REAL PROPERTY OF THE GRANTEEES DESCRIBED AS THE NORTH 1/2 NORTHWEST 1/4 OF SAID SECTION 8, LYING NORTH OF THE U.S.R.S. CANAL IN SAID SECTION 8 IN KLAMATH COUNTY, OREGON. THIS GRANT OF EASEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. AT SUCH TIME PRIOR TO THE MAINLINE BEING BURIED, THE GRANTEEES SHALL PAY TO THE GRANTOR THE SUM OF **SEVEN HUNDRED FIFTY DOLLARS (\$750.00)**. SAID MAINLINE WILL BE BURIED TO A MINIMUM DEPTH OF FOUR (4) FEET TO THE TOP OF THE PIPE, AND SHALL BE INSTALLED AT SUCH TIME AS NOT TO INTERFERE WITH AN EXISTING CROP OR ANY OF THE GRANTOR'S CURRENT FARMING PRACTICES.
2. THE COST OF PERIODIC MAINTENANCE AND NECESSARY REPAIRS OR IMPROVEMENTS TO THE MAINLINE SHALL BE BORN EXCLUSIVELY BY THE GRANTEEES. SUCH MAINTENANCE AND REPAIRS SHALL BE PERFORMED BY THE GRANTEEES IN A DILIGENT MANNER AND ON A REGULAR BASIS IN ACCORDANCE WITH GENERALLY ACCEPTED MAINTENANCE STANDARDS, INCLUDING, BUT NOT LIMITED TO, PROMPTLY PATCHING OR REPAIRING ANY BREAKS OR LEAKS IN SAID MAINLINE.
3. IF THE GRANTEEES FAIL TO UNDERTAKE SAID REPAIRS IN A PROMPT AND DILIGENT MANNER, THAN THE GRANTORS, AFTER 24 HOURS WRITTEN NOTICE DELIVERED TO THE GRANTEEES OR THE GRANTEEES' RESIDENCE, MAY CAUSE SUCH REPAIRS TO BE COMPLETED WITH A RIGHT OF REIMBURSEMENT FOR ALL SUMS NECESSARILY AND PROPERLY EXPENDED TO REPAIR SAID LEAKS.
4. THE GRANTEEES SHALL INDEMNIFY AND HOLD GRANTORS HARMLESS FROM ANY DAMAGE OR LIABILITY ARISING FROM GRANTEEES' SAID USE OF THE EASEMENT.
5. THE GRANTEEES SHALL NOT UNNECESSARILY INTERFERE WITH GRANTORS' USE OF GRANTORS' LAND WHICH ADJOINS THE EASEMENT.
6. IN THE EVENT THAT ANY PARTY SHALL FAIL TO PERFORM ITS OBLIGATIONS UNDER THIS GRANT OF EASEMENT, THEN THE OTHER PARTY SHALL BE ENTITLED TO REQUIRE SUCH PERFORMANCE BY SUIT FOR SPECIFIC PERFORMANCE OR, WHERE APPROPRIATE, THROUGH INJUNCTIVE RELIEF. SUCH REMEDIES SHALL BE IN ADDITION TO ANY OTHER REMEDIES AFFORDED UNDER OREGON LAW AND THOSE RIGHTS OF CURE AND REIMBURSEMENT SPECIFICALLY GRANTED UNDER THIS EASEMENT.

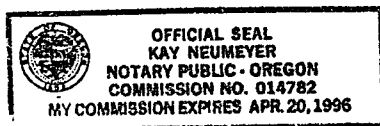
7. IN THE EVENT OF ANY LITIGATION ARISING UNDER THIS EASEMENT, THE PREVAILING PARTY SHALL RECOVER FROM THE LOSING PARTY THE PREVAILING PARTY'S REASONABLE ATTORNEY'S FEES AT TRIAL OR APPEAL AS ADJUSTED BY THE TRIAL OR APPELLATE COURT.

8. THE EASEMENT GRANTED HEREUNDER SHALL RUN WITH THE LAND AS TO ALL PROPERTY BURDENED AND BENEFITED BY SUCH EASEMENT, INCLUDING ANY DIVISION OR PARTITION OF SUCH PROPERTY. THE RIGHTS, COVENANTS, AND OBLIGATIONS CONTAINED IN THIS EASEMENT SHALL BIND, BURDEN, AND BENEFIT EACH PARTY'S SUCCESSORS, ASSIGNS, LESSEES, AND MORTGAGEES.

Leslie Unruh  
LES UNRUH, TRUSTEE OF THE LES UNRUH  
REVOCABLE LIVING TRUST, GRANTOR

STATE OF OREGON, COUNTY OF KLAMATH ss.

THIS EASEMENT WAS ACKNOWLEDGED BEFORE ME ON THIS 15<sup>th</sup> DAY OF February, 1996 BY LES UNRUH, TRUSTEE OF THE LES UNRUH REVOCABLE LIVING TRUST.



Kay Neumeier  
NOTARY PUBLIC FOR OREGON

MY COMMISSION EXPIRES: April 20, 1996

EASEMENT -2- LES UNRUH TRUSTEE OF THE LES UNRUH REVOCABLE LIVING TRUST

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for record at request of Aspen Title the 13<sup>th</sup> day  
of March A.D., 19 96 at 10:52 o'clock A. M., and duly recorded in Vol. M96  
of Deeds on Page 6738  
Bernetha G. Letsch, County Clerk

FEE \$35.00

By Clayton Russell