

After Recording, Return to:
Lawrence D. Cheyne, Jr.
P.O. Box 74
Midland, OR 97364

State of Oregon, County of Klamath
Recorded 04/16/2002 9:35a m.
Vol M02, Pg 22186-97
Linda Smith, County Clerk
Fee \$ 76.00 # of Pgs 12

NON-EXCLUSIVE RECIPROCAL EASEMENT AGREEMENT

1.0 DATE: 3/04/02

2.0 RECITALS AND PURPOSE OF AGREEMENT

- 2.1 Lawrence D. Cheyne, Jr. and Sandra A. Cheyne ("Larry Cheyne, Jr.") own certain property as described in Exhibit A, hereinafter referred to as **Parcel A**, located in Klamath County, Oregon, across which Terry Cheyne requires an easement to access the dwellings on Parcel B described below.
- 2.2 Terry L. Cheyne and Sandra K. Cheyne ("Terry Cheyne") own certain property as described in Exhibit B, hereinafter referred to as **Parcel B**, located in Klamath County, Oregon, adjacent to Parcel A, and on which two dwellings, two wells with supply lines, and an underground irrigation main line are located, and across which Larry Cheyne, Jr. requires an easement to access the two wells and supply lines, the irrigation main line, and related equipment.
- 2.3 The parties have agreed that Larry Cheyne, Jr. shall grant, and Terry Cheyne shall receive, a non-exclusive easement, hereinafter referred to as "Road Easement," across Parcel A for the purpose of access to the dwellings on Parcel B.
- 2.4 The parties have further agreed that Terry Cheyne will grant, and Larry Cheyne, Jr. will receive, a non-exclusive easement, hereinafter referred to as "Water Line Easement," across Parcel B to access and maintain two wells, supply lines, and the irrigation main line located on Parcel B.
- 2.5 The parties have further agreed that Terry Cheyne will grant, and Larry Cheyne, Jr. will receive, a non-exclusive easement, hereinafter referred to as "Well Easement," consisting of a right to draw water from two wells located on Parcel B, and the right to use the water supply lines on Parcel B to deliver water from the wells to Larry Cheyne, Jr.'s residence on Parcel A.

3.0 ROAD EASEMENT

NOW THEREFORE, in exchange for the reciprocal agreements contained herein, Larry Cheyne, Jr. hereby grants to Terry Cheyne the following NON-EXCLUSIVE EASEMENT, appurtenant to Parcel B as described above, thirty (30) feet in width, and situated as follows:

- 3.1 A 30 foot wide strip of land situated in Government Lot 1 of Section 28, Township 40 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon, being fifteen (15) feet wide on each side of center line, said center line being more particularly described as follows:

Commencing at the NE corner of Section 28, thence South $71^{\circ}42'31''$ West 1488.54 feet to a point on the northerly boundary of Lower Klamath Lake County Road, being the True Point of Beginning; thence leaving said northerly boundary, South $80^{\circ}05'17''$ West 186.29 feet; thence along a 140.00 foot radius curve to the left 196.64 feet, the long chord of which bears North $59^{\circ}40'24''$ East 180.87 feet with a delta angle of $80^{\circ}28'37''$; thence North $19^{\circ}26'06''$ East 207.89 feet; thence along a 75.98 foot radius curve to the right 133.17 feet, the long chord of which bears North $67^{\circ}23'14''$ East 116.77 feet with a delta angle of $100^{\circ}25'41''$; thence North $54^{\circ}52'22''$ East 9.10 feet to a point on the westerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records, being the end point of said strip of land, with the sidelines of said strip to be lengthened or shortened to their termination on said easterly boundary and northerly boundary of Lower Klamath Lake Road and the sidelines of the curves to remain parallel to the center line curve and tangent to the sidelines.

Also including the following:

A 30 foot wide strip of land situated in Government Lot 1 of Section 28, Township 40 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon, being fifteen (15) feet wide on each side of center line, said center line being more particularly described as follows:

Commencing at the NE corner of Section 28, thence South $67^{\circ}08'03''$ East 1286.32 feet to a point on the centerline of the above described strip of land, being the True Point of Beginning; thence North $85^{\circ}56'41''$ East 116.29 feet; thence along a 240.00 foot radius curve to the left 213.30 feet, the long chord of which bears North $60^{\circ}29'03''$ East 206.35 feet with a delta angle of $50^{\circ}55'16''$ to a point on the westerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records, being the end point of said strip of land, with the sidelines of said strip to be lengthened or shortened to their termination on said westerly boundary and the southerly sideline of the above described stripe of land, and the sidelines of the curve to remain parallel to the center line curve and tangent to the sidelines.

See attached Exhibit C.

The basis of bearings for this description is Klamath County Survey 6100.

- 3.2 Terry Cheyne agrees to pay fifty (50) percent of the costs associated with the maintenance of the Road Easement, and Larry Cheyne, Jr. agrees to pay the other fifty (50) percent of such costs.
- 3.3 Terry Cheyne hereby agrees not to disrupt the character of or otherwise interfere with the Road Easement, and any such damage done by Terry Cheyne shall be repaired by him within a reasonable time, with costs for such repair to be paid by him.
- 3.4 Larry Cheyne, Jr. hereby agrees not to obstruct or otherwise interfere with Terry Cheyne's use of or access to the Road Easement.

- 3.5 Terry Cheyne may use the Road Easement for any purposes related to access to his and other dwellings on Parcel B, and for any purposes related to the maintenance of the wells and related equipment located on Parcel A and/or Parcel B.
- 3.6 The Road Easement shall run with the lands burdened and benefited, and in the event of the death of any of the parties mentioned above or the sale of the land or any of the dwellings thereon, the Road Easement shall continue, with the provisions of this agreement remaining in effect.

4.0 WATER LINE EASEMENT

NOW THEREFORE, in exchange for the reciprocal agreements contained herein, Terry Cheyne hereby grants to Larry Cheyne, Jr. the following NON-EXCLUSIVE EASEMENT, appurtenant to Parcel A as described above, twenty (20) feet in width, and situated as follows:

- 4.1 A 20 foot wide strip of land situated in Government Lot 1 of Section 28, Township 40 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon, being ten (10) feet wide on each side of center line, said center line being more particularly described as follows:

Commencing at the NE corner of Section 28, thence South 37°53'51" West 225.01 feet to a point approximately 10 feet west of an existing well pump house as currently constructed, located within that parcel of land described in Vol. M72, Page 62373, Klamath County Deed Records, being the True Point of Beginning; thence North 83°34'20" West 14.36 feet to the approximate center of said well pump house; thence along a buried water main line as currently constructed North 83°34'20" West 336.68 feet to a point on the easterly boundary of said parcel and the westerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records; thence continuing along said buried water main line North 83°34'20" West 84.89 feet to the approximate center of an existing well pump house as currently constructed, located within that parcel of land described in Deed Vol. M00, Page 44971, Klamath County Deed Records; thence North 86°15'35" West 316.27 feet to the westerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records and the easterly boundary of that parcel described in Vol. M99, Page 27435, Klamath County Deed Records; being the end point of said strip of land, with the sidelines of said strip to be lengthened or shortened to their intersections and their termination on said westerly boundary.

Also including the following:

A 20 foot wide strip of land situated in Government Lot 1 of Section 28, Township 40 South, Range 09 East of the Willamette Meridian, Klamath County, Oregon, being ten (10) feet wide on each side of center line, said center line being more particularly described as follows:

Commencing at the NE corner of Section 28, thence South 43°24'02" West 1213.72 feet to a point on the southerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records, being the True Point of Beginning; thence along a buried water main line as currently constructed North 33°53'02" West 101.20 feet to a point on the westerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records, being the end point of said strip of land, with the sidelines of said strip to be lengthened or shortened to their termination on said westerly and southerly boundaries.

See attached Exhibit D.

The basis of bearings for this description is Klamath County Survey 6100.

- 4.2 Larry Cheyne, Jr. agrees to pay fifty (50) percent of the costs associated with the maintenance of the Water Line Easement, and Terry Cheyne will pay the other fifty (50) percent.
- 4.3 Larry Cheyne, Jr. agrees not to disrupt the character of or otherwise interfere with the Water Line Easement, and any such damage done by Larry Cheyne, Jr. shall be repaired by him within a reasonable time, with costs to be paid by him.
- 4.4 Terry Cheyne agrees not to obstruct or otherwise interfere with Larry Cheyne, Jr.'s use of or access to the Water Line Easement.
- 4.5 Larry Cheyne, Jr. may use the Water Line Easement for any purposes related to his access to and maintenance of the wells, supply lines, irrigation main line, and irrigation equipment located on Parcel B.
- 4.6 The Water Line Easement shall run with the lands burdened and benefited by the Water Line Easement, and in the event of the death of any of the parties mentioned above or the sale of the land or any of the dwellings thereon, the Water Line Easement shall continue, with the provisions of this agreement remaining in effect.

5.0 WELL EASEMENT

NOW THEREFORE, in exchange for the reciprocal agreements contained herein, Terry Cheyne hereby grants to Larry Cheyne, Jr. the following NON-EXCLUSIVE EASEMENT, consisting of two wells and water supply lines located on, under, and running through Parcel B as described in Section 6.0 below, as follows:

- 5.1 Terry Cheyne hereby grants to Larry Cheyne, Jr. a NON-EXCLUSIVE EASEMENT, consisting of a supply line running under and through Parcel B, and of a right to draw water from either of the two wells mentioned above and more thoroughly described below, and to use the supply lines extending from those wells to the boundary of Parcel B for domestic purposes, PROVIDED:

- 5.11 No more than two single family residential dwellings shall draw water from Well #1, and no more than two single family residential dwellings shall draw water from Well #2.
- 5.12 Terry Cheyne and Larry Cheyne, Jr. shall each pay fifty (50) percent of the maintenance, repair, labor, and improvement costs for Well #1, Well #2, and any jointly used supply lines. Each shall pay their own maintenance, repair, labor, and improvement costs for supply lines used exclusively for their respective properties.
- 5.13 Terry Cheyne and Larry Cheyne, Jr. shall each pay on a monthly basis fifty (50) percent of the electricity costs for Well #1 and Well #2.
- 5.14 Both parties are prohibited from adding additional dwellings or domestic uses from Well #1 and Well #2 unless a further agreement is made in writing and such agreement is in compliance with the Health Department and any other regulating authorities.
- 5.15 Both parties are prohibited from drawing water from Well #1 and Well #2 in an amount greater than the current volume permitted by the existing supply lines unless a further agreement is made in writing.
- 5.2 The Well Easement shall run with the lands burdened and benefited by the Well Easement, and in the event of the death of any of the parties mentioned above or the sale of the land or any of the dwellings thereon, the Well Easement shall continue, with the provisions of this agreement remaining in effect.

6.0 WELLS, SUPPLY LINES, AND IRRIGATION MAIN LINE DESCRIPTION

The wells, supply lines, and irrigation main line referred to in this Non-Exclusive Reciprocal Easement Agreement are as follows:

- 6.1 WELL #1. A well located west of Well #2 described below, situated in Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and specifically located as follows:

Commencing at the NE corner of Section 28, thence South 37°53'51" West 225.01 feet to a point approximately 10 feet west of an existing well pump house as currently constructed, located within that parcel of land described in Vol. M72, Page 62373, Klamath County Deed Records, being the True Point of Beginning; thence North 83°34'20" West 14.36 feet to the approximate center of said well pump house.

- 6.2 WELL #2. A well located east of Well #1 described above, situated in Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and specifically located as follows:

Commencing from Well #1 described above along a buried water main line as currently constructed North 83°34'20" West 336.68 feet to a point on the easterly boundary of said

parcel and the westerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records; thence continuing along said buried water main line North 83°34'20" West 84.89 feet to the approximate center of an existing well pump house as currently constructed, located within that parcel of land described in Deed Vol. M00, Page 44971, Klamath County Deed Records.

- 6.3 SUPPLY LINES. Water supply lines extending from each well to supply water to the dwelling currently located on Parcel A and each dwelling currently located on Parcel B.
- 6.4 IRRIGATION MAIN LINE. A buried irrigation main line, situated in Section 28, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and specifically located as follows:

Commencing at the NE corner of Section 28, thence South 43°24'02" West 1213.72 feet to a point on the southerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records, being the True Point of Beginning; thence along a buried water main line as currently constructed North 33°53'02" West 101.20 feet to a point on the westerly boundary of that parcel described in Vol. M00, Page 44971, Klamath County Deed Records.

7.0 CONSTRUCTION AND EFFECT UPON THE LANDS IN THIS AGREEMENT

- 7.1 This Non-Exclusive Reciprocal Easement Agreement shall be construed to give effect to the parties' intentions to allow the continued system of shared use to continue on the land for the benefit of the landowners and residents of the properties mentioned in this Non-Exclusive Reciprocal Easement Agreement, consistent with the laws of the State of Oregon.
- 7.2 This Non-Exclusive Reciprocal Easement Agreement is hereby made a part of Parcels A and B as described herein, and shall run with the lands as to all property burdened and benefited by this Non-Exclusive Reciprocal Easement Agreement, including any subdivided interest hereafter created.

8.0 TERMINATION

The rights under this Non-Exclusive Reciprocal Easement Agreement shall terminate only upon mutual agreement of the landowners.

9.0 INTEGRATION

This instrument contains the entire agreement and understanding of the parties with respect to the rights granted herein and supersedes all prior and contemporaneous agreements among them with respect thereto.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first written above.

DATED this 11 day of April, 2002.

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

Date: 4/11/02

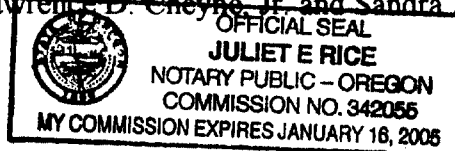
Sandra A. Cheyne
Sandra A. Cheyne

Date: 4/11/02

STATE OF OREGON)

County of Clatsop) ss.

SUBSCRIBED AND SWORN to before me this 11 day of April, 2002,
by Lawrence D. Cheyne, Jr. and Sandra A. Cheyne.



Juliet E. Rice
Notary Public for Oregon

My commission expires: 1-16-2005

DATED this 28 day of MARCH, 2002.

Terry L. Cheyne
Terry L. Cheyne

Date: 3/28/02

Sandra K. Cheyne
Sandra K. Cheyne

Date: 3/28/02

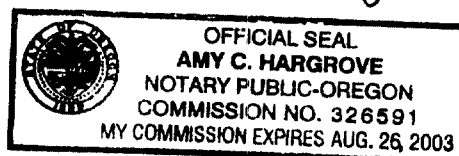
STATE OF OREGON)

County of Clatsop) ss.

SUBSCRIBED AND SWORN to before me this 28 day of March, 2002,
by Terry L. Cheyne and Sandra K. Cheyne.

Amy C. Hargrove
Notary Public for Oregon

My commission expires: Aug. 26, 2003



LEGAL DESCRIPTION
LAWRENCE D. CHEYNE, JR. AND SANDRA A. CHEYNE

Legal Description as previously recorded in Klamath County Records
Document 27437, Vol. M99, Page 21435

A PIECE OR PARCEL OF LAND SITUATE IN LOT 1 OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE QUARTER SECTION CORNER COMMON TO SECTIONS 21 AND 28, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 0° 06 ¼' WEST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 28. 885.1 FEET TO AN IRON PIN; THENCE NORTH 89° 47 ¼' WEST 941.9 FEET TO AN IRON PIN ON THE CENTER LINE OF THE LOWER KLAMATH LAKE COUNTY ROAD AS THE SAE IS PRESENTLY LOCATED AND CONSTRUCTED; THENCE FOLLOWING THE CENTER LINE OF SAID COUNTY ROAD, NORTH 64° 41' WEST 378.2 FEET; NORTH 32° 55 ½' WEST 490.6 FEET, AND NORTH 24° 28' WEST 341.3 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 28; THENCE SOUTH 39° 54 ¾' EAST ALONG THE NORTH LINE OF SAID SECTION 28 1693.4 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PIECE OR PARCEL OF LAND SITUATE IN LOT 1 OF SECTION 28, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE QUARTER SECTION CORNER COMMON TO SECTIONS 21 AND 28, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 0° 06 ¼' WEST ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 28. 885.1 FEET TO AN IRON PIN; THENCE NORTH 89° 47 ¼' WEST 689.01 FEET TO A POINT; THENCE NORTH PARALLEL TO SAID NORTH PARALLEL TO SAID NORTH-SOUTH QUARTER LINE TO A POINT ON THE NORTH LINE OF SECTION 28; THENCE EAST ALONG THE NORTH LINE OF SECTION 28 TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION
TERRY L. CHEYNE AND SANDRA K. CHEYNE

Legal Description as previously recorded in Klamath County Records
Document 44972, Vol. M00, Page 44971

A PARCEL OF LAND SITUATE IN GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE QUARTER SECTION CORNER TO SECTIONS 21 AND 28, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 0 DEGREES 06 ¼' WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28. 885.1 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 47 ¼' WEST 489.01 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89 DEGREES 47 ¼' WEST 400 FEET; THENCE NORTH PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, TO THE NORTH LINE OF SECTION 28; THENCE EAST ALONG SAID NORTH LINE, 400 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, TO THE POINT OF BEGINNING.

CODE 166 MAP 4009-2800 TL 600
CODE 166 MAP 4009-2800 TL 500

EXHIBIT "A"
MAP TO ACCOMPANY ROAD EASEMENT
DESCRIPTIONS
SECTION 28,
TOWNSHIP 40 SOUTH, RANGE 09 EAST
WILLAMETTE MERIDIAN

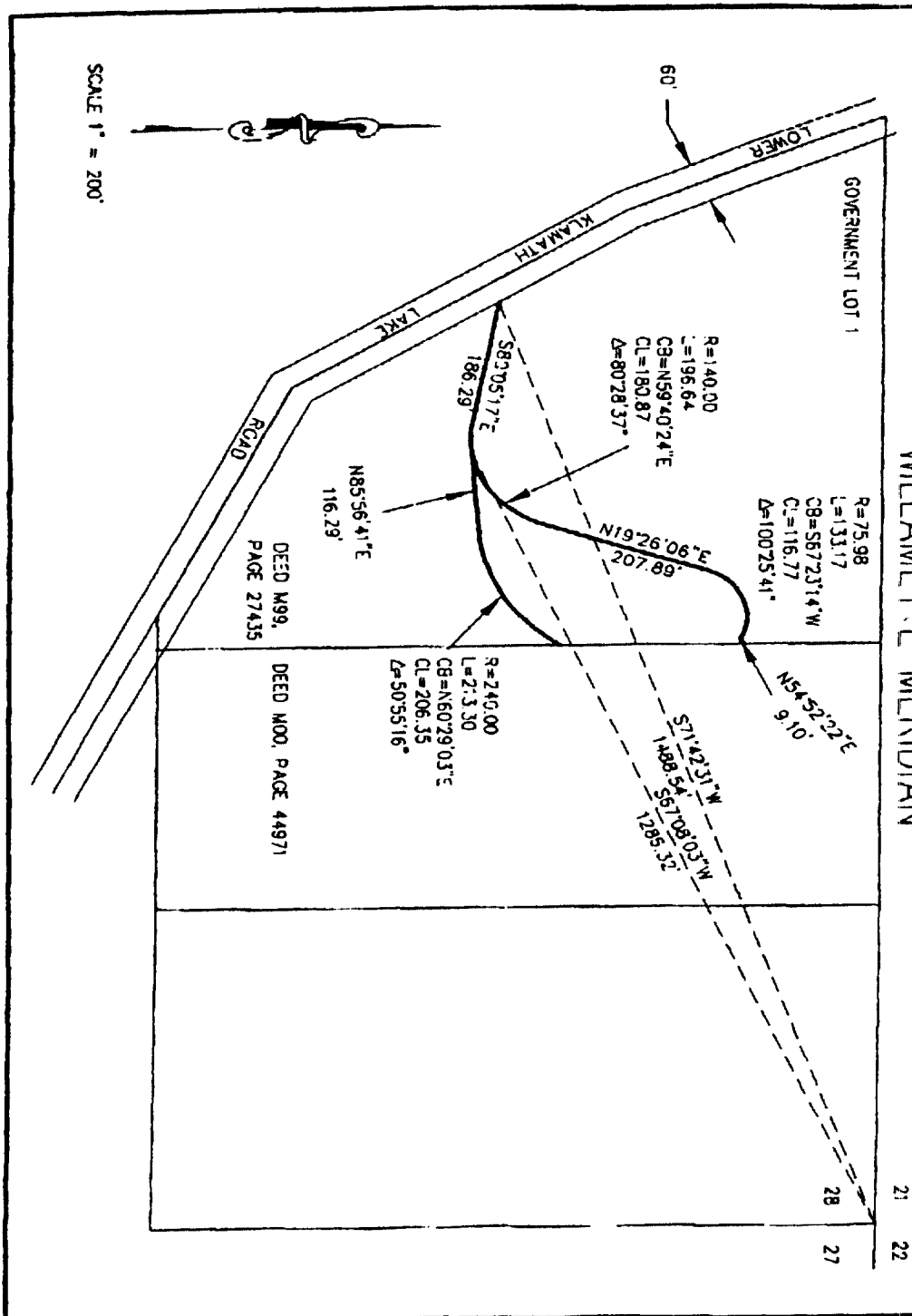
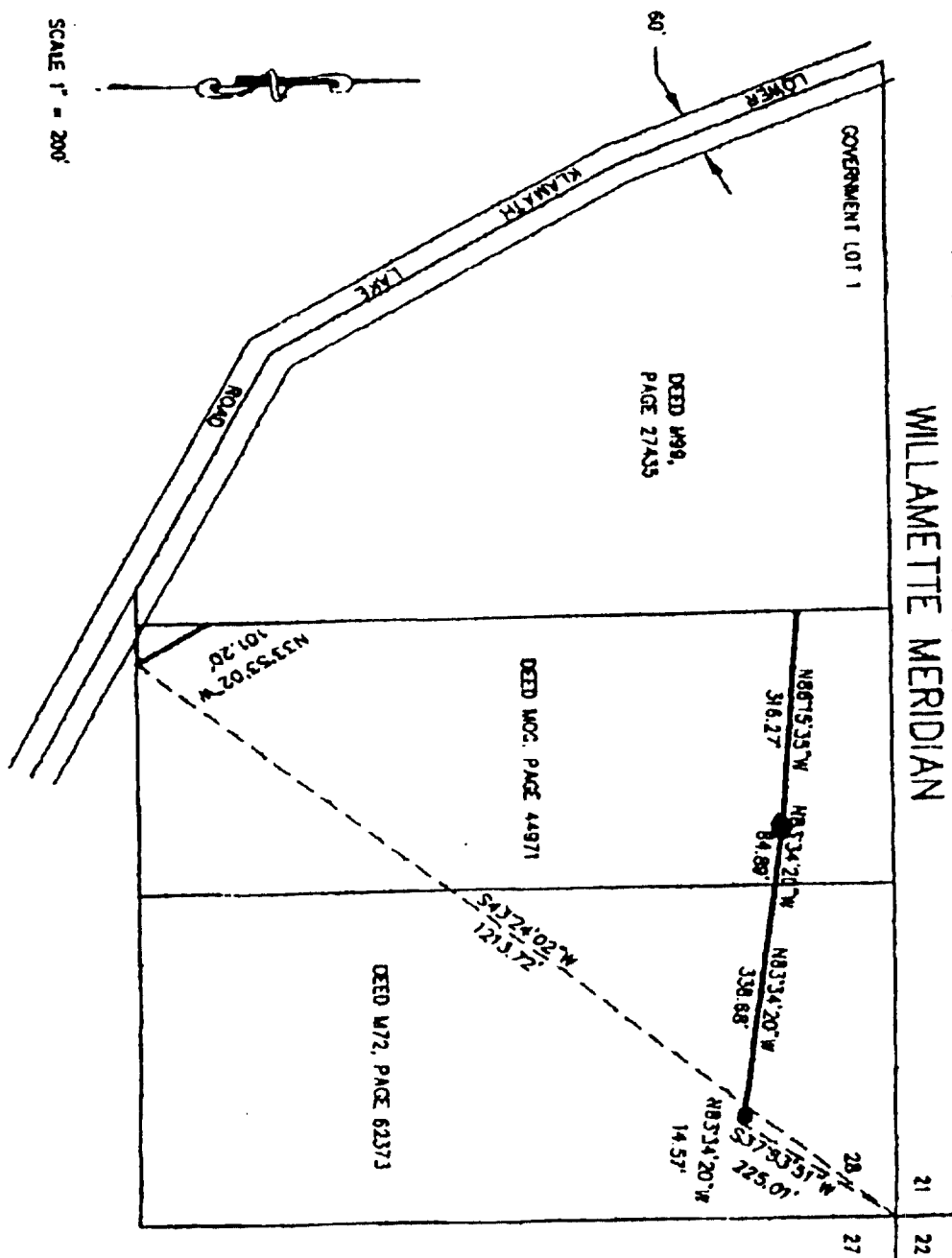


EXHIBIT "A"
MAP TO ACCOMPANY WATER LINE EASEMENT
DESCRIPTIONS
SECTION 28,
TOWNSHIP 40 SOUTH, RANGE 09 EAST
WILLAMETTE MERIDIAN



**LEGAL DESCRIPTION
TERRY L. CHEYNE AND SANDRA K. CHEYNE**

Legal Description as previously recorded in Klamath County Records
Document 44972, Vol. M00, Page 44971

A PARCEL OF LAND SITUATE IN GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE QUARTER SECTION CORNER TO SECTIONS 21 AND 28, TOWNSHIP 40 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN; THENCE SOUTH 0 DEGREES 06 ¼' WEST ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28. 885.1 FEET TO AN IRON PIN; THENCE NORTH 89 DEGREES 47 ¼' WEST 489.01 FEET TO A POINT WHICH IS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 89 DEGREES 47 ¼' WEST 400 FEET; THENCE NORTH PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, TO THE NORTH LINE OF SECTION 28; THENCE EAST ALONG SAID NORTH LINE, 400 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE NORTH-SOUTH CENTERLINE OF SAID SECTION 28, TO THE POINT OF BEGINNING.

**CODE 166 MAP 4009-2800 TL 600
CODE 166 MAP 4009-2800 TL 500**