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2015-003598

Klamath County, Oregon



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04/17/2015 10:21:20 AM

Fee: \$67.00

**EASEMENT NO. 1:**

**GRANTOR:**

Donald C. Rohrbacker and  
Charlotte Rohrbacker, H&W  
14625 Cheyne Road  
Klamath Falls, OR 97603

**GRANTEE:**

Gold Bell Farms "LLC"  
14611 Hwy 39  
Klamath Falls, OR 97603

**MAIL TAX STATEMENTS TO:**

No Change

**EASEMENT NO. 2:**

**GRANTOR:**

Gold Bell Farms "LLC"  
14611 Hwy 39  
Klamath Falls, OR 97603

**GRANTEE:**

Donald C. Rohrbacker and  
Charlotte Rohrbacker, H&W  
14625 Cheyne Road  
Klamath Falls, OR 97603

**MUTUAL EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into this 8 day of April, 2015, by and between **DONALD C. ROHRBACKER and CHARLOTTE ROHRBACKER, Husband and Wife** (hereinafter referred to as "Rohrbacker"), **GOLD BELL FARMS "LLC," an Oregon Limited Liability Company** (hereinafter referred to as "Gold Bell") and **VINCENT SHANE CHEYNE** (hereinafter "Cheyne").

**WITNESSETH:**

WHEREAS, Rohrbacker is the record owner of the following described real property located in the County of Klamath, State of Oregon, to-wit:

Parcel 2 of Land Partition 54-96, according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon, situated in Section 17, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Property ID No.: R883495

and has an unrestricted right to grant the easement hereinafter described as **Easement 1** relative to the real estate; and GOLD BELL is the record owner of the following described real property in that county and state, to-wit:

Parcel 1 of Land Partition No. 54-96, according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon, situated in Section 17, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon;

Property ID No.: R981378

and has an unrestricted right to grant the easement hereinafter described as **Easement 2** relative to the real estate; and

WHEREAS, the septic tank, leach lines, and associated septic improvements appurtenant to the residential dwelling owned by Rohrbacker, located on Parcel 2, may be situated in part on Parcel 1, owned by Gold Bell, as described above; and

WHEREAS, the septic tank, some leach lines, some electrical power pole and line supply solely to the extent and for the purpose of supplying power to the septic system currently servicing Parcel 1, some associated septic improvements appurtenant to the residential dwelling owned by Gold Bell on Parcel 1, are in whole or in part situated on Parcel 2, owned by Rohrbacker, as described above; and

WHEREAS, Rohrbacker and Gold Bell are desirous of granting, each to the other, perpetual and non-exclusive easements, appurtenant to each parcel, for purposes of continuing the existing septic facilities along with maintenance, and repair of such septic improvements; limited, however, to the existence, type, and scope of use of each such parcel as of March 11, 2014;

NOW, THEREFORE, in consideration of the granting of these mutual easements and of the mutual covenants and promises herein contained:

#### **EASEMENT 1**

ROHRBACKER hereby grants, assigns and sets over to GOLD BELL a perpetual and non-exclusive easement for the limited purpose of continued use, maintenance, and repair of the currently situated septic tank, leach lines, electrical power pole and line supply solely for the purpose of supplying power to the septic system currently servicing Parcel 1 only to the extent such facilities are currently situated on Parcel 2 as hereinabove-described, such use being limited to the type and scope of use by GOLD BELL as of March 11, 2014.

Except as to the rights herein granted, ROHRBACKER shall have the full use and control of the real property owned by a ROHRBACKER and described above.

GOLD BELL hereby agrees to save and hold ROHRBACKER harmless from any and all claims of third parties arising by GOLD BELL'S use of the rights herein granted. Cheyne, by his signature below, hereby agrees to personally guaranty all of Gold Bell's obligations herein contained so long as he has any interest in Gold Bell or any other entity that has an interest in parcel 1 .

## EASEMENT 2

GOLD BELL hereby grants, assigns and sets over to ROHRBACKER, a perpetual and non-exclusive easement for the limited purpose of continued use, maintenance and repair of the currently situated septic tank, leach lines, and associated plumbing to the extent such facilities are currently in existence and situated on Parcel 1 as hereinabove-described, such use being limited to the type and scope of use by ROHRBACKER as of March 11.

Except as to the rights herein granted, GOLD BELL shall have the full use and control of the real property owned by a GOLD BELL and described above.

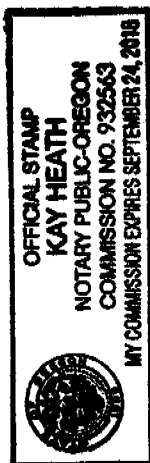
ROHRBACKER hereby agrees to save and hold GOLD BELL harmless from any and all claims of third parties arising by ROHRBACKER's use of the rights herein granted.

## GENERAL PROVISIONS

This agreement shall bind and inure to the benefit of, as the circumstances may required, not only the parties hereto but also their respective heirs, executors, administrators, assigns, and successors in interest.

Except for emergency circumstances, before any party hereto exercises any incidental or necessary right of entry onto the property of the other party pursuant to the limited rights and for the narrow purposes afforded such party pursuant to the easements granted herein, such party shall provide not less than 48 hours advance notice to the other party. The giving of such notice does not afford the other party the right to refuse access so long as the noticed access is for a legitimate purpose consistent with this agreement. Any rights afforded any party hereto including and incidental need or right of entry onto the other party's parcel that is necessary to be utilized pursuant to the easements granted herein shall be exercised solely for the limited purpose of such easement and no other purpose of any kind or nature.

While the easements granted herein are perpetual in nature, the rights afforded only extend to the extent of the current septic improvements so installed and nothing herein shall ever be construed as granting any sort of right to any geographical expansion or increased burden upon any servient parcel beyond the



My Commission expires: 9-18-24

STATE OF OREGON, County of Klamath ) ss.

The foregoing Mutual Easement Agreement was acknowledged before me  
this 8 day of April, 2015, by Charlotte Rohrbacker.

Kay Heath  
NOTARY PUBLIC FOR Oregon

OREGON

My Commission expires: 9-18-24

STATE OF OREGON; County of Klamath ) ss.

The foregoing Mutual Easement Agreement was acknowledged before me  
this 8 day of April, 2015, by Vincent Shane Cheyne, as  
Member of Gold Bell Farms "LLC".



Kay Heath  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 9-24-18

STATE OF OREGON, County of Klamath ) ss.

The foregoing Mutual Easement Agreement was acknowledged before me  
this 8 day of April, 2014, by Vincent Shane Cheyne.



Kay Heath  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 9-24-18

geographical extent and burden of the septic improvements that currently exist thereon. For example, if any subterranean septic related improvements need to be repaired or replaced, they may not be repaired or replaced above ground and/or outside the current geographical limit of the current septic improvements as the same would constitute an expansion of or increased burden on the servient parcel.

In the event any party disturbs the other party's property while exercising such party's easement rights herein, such party shall promptly restore the property to the pre-disturbed condition at such party's sole costs and expense.


In construing this agreement, where the context so requires, the singular shall include the plural and grammatical changes shall be made so that this agreement shall apply equally to individuals, corporations and to limited liability companies.

The approximate location of the easements granted hereby is set forth on the map, attached hereto as Exhibit "A" and incorporated herein by this reference.

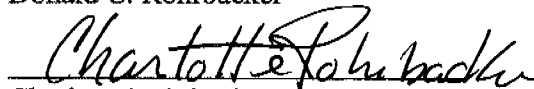
In the event any party disturbs the other party's property while exercising such party's easement rights herein, such party shall promptly restore the property to the pre-disturbed condition at such party's sole costs and expense.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

GOLD BELL FARMS "LLC," a  
Limited Liability Company

  
Vincent Shane Cheyne, Member

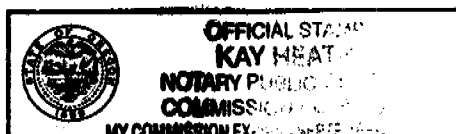
  
Donald C. Rohrbacker

  
Charlotte Rohrbacker

  
Vincent Shane Cheyne, an individual  
as guarantor

STATE OF OREGON, County of Klamath ) ss.

The foregoing Mutual Easement Agreement was acknowledged before me  
this 8 day of April, 2015, by Donald C. Rohrbacker



  
NOTARY PUBLIC FOR OREGON

