

**Consideration: \$0**

**After recording, return to:**

JOHN H. PAYNE and CHERYL A. PAYNE  
51388 Labart Road  
Broadbent, Oregon 97414

**Until requested otherwise, send all tax statements to:**

JOHN H. PAYNE and CHERYL A. PAYNE  
51388 Labart Road  
Broadbent, Oregon 97414

RETURN TO KEY TITLE

*248/67/DM*

## EASEMENT

THIS EASEMENT AGREEMENT is dated this 22nd day of ~~August~~, September 2000 by and between JOHN H. PAYNE and CHERYL A. PAYNE, husband and wife hereinafter referred to as GRANTOR, and JOHN H. PAYNE and CHERYL A. PAYNE, husband & wife, hereinafter known as GRANTEE.

1. GRANTOR is the owner of certain real property described more particularly as Exhibit A attached hereto and made a part hereof as though fully set forth herein.

2. GRANTEE is the owner of certain real property more particularly described in Exhibit B attached hereto and made a part hereof as though fully set forth herein.

3. GRANTOR desires to grant to GRANTEE a right of way and road maintenance agreement across the real property of GRANTOR for the benefit of the real property owned by GRANTEE.

4. GRANTEE desires to grant to GRANTOR a right to receive water from the real property of GRANTEE for the benefit of the real property owned by GRANTOR.

NOW THEREFORE, GRANTOR and GRANTEE grant easements as follows:

### A. DRIVEWAY EASEMENT

GRANTOR grants to GRANTEE an easement allowing the use and maintenance of an existing driveway across the real property of GRANTOR which driveway lies at the westerly side of Grantees' real property. Said driveway is currently in existence and being used by the GRANTEE. GRANTOR grants to GRANTEE the right to use that driveway for the purpose of ingress and egress and further allowing the maintenance of the existing driveway. Further,

GRANTOR grants to GRANTEE the right of ingress and egress for the purpose of maintaining said driveway as needed.

**B. WATER LINE EASEMENT**

GRANTEE grants to GRANTOR an easement for the placement of a waterline on the real property of GRANTEE together with the right to remove water from the real property of GRANTEE for the use and benefit of the real property owned by GRANTOR as described in Exhibit A attached hereto. The waterline referred to currently exists on the real property of GRANTEE and is currently serving the real property of GRANTOR. The GRANTEE further grants to GRANTOR the right to use portions of the real property described in Exhibit B immediately adjacent to the waterline and related equipment for ingress and egress to that equipment and for maintenance of that equipment and waterline as needed. In the event that the current source of water becomes unavailable through no fault of GRANTEE or GRANTOR, the parties agree that a new source of water, if available, will be used in furtherance of this easement and the terms of this easement shall be transferred to that new location.

**C. CONSIDERATION**

The GRANTOR and GRANTEE hereby agree that the granting of the driveway easement from the GRANTOR to GRANTEE and the waterline easement from GRANTEE to GRANTOR are adequate and full consideration each for the other.

The easement agreements granted herein are not personal but are to be appurtenant to the real property described in Exhibits A & B. The easement agreements shall run with the land described in Exhibits A & B and shall be binding on and inure to the benefit of the GRANTOR and GRANTEE, their heirs, assignees, and successors in interest.

IN WITNESS WHEREOF, the GRANTOR and GRANTEE have executed this EASEMENT AGREEMENT this 22nd day of ~~August, 2000~~ September, 2000.

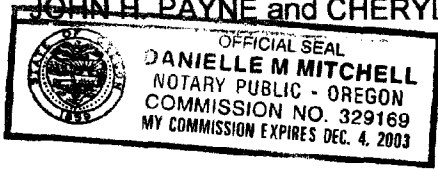
GRANTOR:

  
\_\_\_\_\_  
JOHN H. PAYNE

  
\_\_\_\_\_  
CHERYL A. PAYNE

STATE OF OREGON        )  
                                  )        ss.  
County of Coos         )

This instrument was acknowledged before me on August 9-22-, 2000 by  
JOHN H. PAYNE and CHERYL A. PAYNE, husband and wife .



Danielle M Mitchell  
Notary Public for Oregon  
My Commission Expires: 12-04-03

GRANTEE:

John H Payne  
JOHN H. PAYNE

Cheryl A Payne  
CHERYL A. PAYNE

STATE OF OREGON     )  
                                  )  
County of Coos         )

ss.

This instrument was acknowledged before me on August 9-22-, 2000 by  
JOHN H. PAYNE and CHERYL A. PAYNE, husband and wife .



Danielle M Mitchell  
Notary Public for Oregon  
My Commission Expires: 12-04-03

in consideration of Ten And No/100 Dollars,

to him paid by George J. Doss and Ruth T. Doss, husband and wife

do hereby remise, release and forever QUITCLAIM unto the said George J. Doss and Ruth T. Doss, husband and wife and unto their heirs and assigns

all his right, title and interest in and to the following described parcel of real estate, together with the tenements, hereditaments and appurtenances, situate in \_\_\_\_\_, County of Coos, State of Oregon, to-wit:

Beginning at a point on the section line between Sections 33 and 28, Township 29 South Range 12 West, Willamette Meridian, Coos County, Oregon, 430 feet West of the Northeast corner of the  $\frac{1}{4}$  of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 33, Township 29 South, Range 12 West, Willamette Meridian running thence West along said section line 175 feet; thence South 255 feet; thence East 175 feet; thence North 255 feet to the place of beginning.

TO HAVE AND TO HOLD the same to the said George J. Doss and Ruth T. Doss, husband and wife and to their heirs and assigns forever.

IN WITNESS WHEREOF, I I have hereunto set my hand and seal this 10th day of December A. D. 19 49.

Executed in the presence of

Arthur E. Pulford (SEAL)

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INST#: 12494  
11/28/2000 03:03 REC FEE: \$46.00  
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK

**LEGAL DESCRIPTION**

The West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 29 South, Range 12, West of the Willamette Meridian, Coos County, Oregon.

Excepting therefrom the following described property:

Beginning at the Northeast corner of the West half of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 29 South, Range 12 West of the Willamette Meridian, Coos County, Oregon, running thence West 430 feet, thence South 255 feet, thence East 430 feet, thence North 255 feet to the place of beginning.

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INST#: 2000 12494

11/28/2000 03:03 REC FEE: \$46.00  
COOS COUNTY, OR, TERRI TURI - COUNTY CLERK