

10699

RIGHT OF WAY EASEMENT

12044

WELL USE EASEMENT AND AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration received, JACK A. MOEBIUS and MILDRED V. MOEBIUS, husband and wife, hereinafter called "Grantors" convey to CROWN ZELLERBACH CORPORATION, a Nevada corporation, and its successors and assigns, hereinafter called "Grantee", an easement for right of way purposes on all that real property situated in Klamath County, State of Oregon, described as:

A strip of land 15 feet in depth on the North side of the following described property:

Beginning at a point on the Easterly right-of-way line of the Dalles-California Highway, which point bears South along the Section line, 1667.8 feet, thence East, 491.6 feet from the Section corner common to Sections 17, 18, 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian; thence South 16°53'30" West, along the Easterly right-of-way line of said highway, 100 feet; thence South 73°06'30" East 150 feet; thence North 16°53'30" East parallel to the highway, 100 feet; thence North 73°06'30" West, 150 feet to the point of beginning; being a portion of the W $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 20, Township 28 South, Range 8 East of the Willamette Meridian; and also

Beginning at a point on the Southeasterly right-of-way boundary of the Dalles-California Highway in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, Township 28 South, Range 8 East of the Willamette Meridian; which point of beginning is North, 940.8 feet; thence East 482.9 feet; and thence South 16°55' West 70.1 feet from the one-quarter corner common to Sections 19 and 20 in said Township and Range; thence South 16°55' West along said right-of-way boundary a distance of 50 feet; thence South 73°05' East 150 feet thence North 16°55' East 50; thence North 73°05' West 150 feet, more or less, to the point; of beginning, being a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, Township 28 South, Range 8 East of the Willamette Meridian

said easement to be appurtenant to each and every portion of the following described property:

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at the Northwest corner of the NW $\frac{1}{4}$  of Section 20, Township 28 South, Range 8 East of the Willamette Meridian; thence South along the Section line a distance of 1,667.8 feet to a point; thence East, a distance of 491.6 feet, to a point; thence North 16°53'30" East parallel to the Easterly right-of-way line of the Dalles-California Highway, a distance of 100



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feet to a point; thence South 73°06'30" East a distance of 150 feet to the true point of beginning; thence South 16°53'30" West parallel to said highway right-of-way, a distance of 180 feet to a point; thence South 73°06'30" East, a distance of 150 feet to a point; thence North 16°53'30" East, a distance of 180 feet to a point; thence North 73°06'30" West, a distance of 150 feet to the true point of beginning,

said easement to be used for the purpose of permitting ingress and egress and shall include movement of vehicles and machinery for any reasonable purpose and in any reasonable amount, in common with the said Grantors, their heirs and assigns, and the owners or occupiers of all other properties, adjoining said passage way directly or by adjoining easement.

The Grantors also hereby grant to the Grantee, and its successors and assigns, an easement to use and maintain a certain well for the benefit of the above described dominant parcel of land, which well is located approximately 75 feet East from the S. W. corner of the above described dominant property along the southerly boundary of said dominant property, and approximately 10 feet south of said property line. This easement includes a five foot wide strip from the southerly boundary of the dominant property to said well for access, pipes and maintenance. The term of this easement shall be as long as water in said well exists.

The parties hereto agree to jointly maintain said well at whatever times are necessary at the rate of 50% each for any costs expended. Should either party hereto have to repair or maintain said well in the absence of the other party the other agrees to pay 1/2 of the costs upon proper evidence and receipt of said costs. This maintenance agreement shall include the installation and purchase of any pumps, tanks or controls at whatever times may be necessary. Grantees agree to maintain their own lines running to and on their property at their own expense, and to pay all the costs of electricity for said well both for their, and the Grantors use.

This agreement and easement is binding upon and inures to the benefit of the parties hereto and their respective heirs, successors and assigns, as long as said well is used by the Grantee, its successors and assigns. Should they abandon the said well for any reasonable period of



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time, then this agreement is null and void and Grantee shall give 30 days written notice of intent to abandon.

In witness whereof, the parties have caused this document to be executed as set forth below.

Jack A. Moebius  
Grantor  
Mildred V. Moebius  
Grantor

STATE OF GEORGIA )  
County of MUSCOGEE ) ss.

I, JAMES J. WILSON, a notary public in and for the said state and county, duly commissioned and sworn, hereby certify that JACK A. MOEBIUS and MILDRED V. MOEBIUS, his wife, who are to me personally known, this day appeared before me personally, and severally acknowledged that they signed, sealed, and delivered the foregoing deed for the purposes therein stated. The said MILDRED V. MOEBIUS, wife of said JACK A. MOEBIUS, being duly examined by me, separate and apart from her said husband, did declare that she signed, sealed, and delivered the said deed freely and voluntarily, and without compulsion by her said husband, with intention to renounce and convey all dower or other right, title, and interest in the property thereby conveyed, for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 11<sup>th</sup> day of NOVEMBER, 1966.

STATE OF OREGON, )  
County of Klamath ) ss.  
Filed for record at request of:  
Crown Zellerbach Corp.  
on this 29 day of Nov. A. D. 19 66  
at 1:30 P. M. and duly  
recorded in Vol. M-66 of Deeds  
Page 12044  
COURTNEY ROBERTS, County Clerk  
Fee \$1.50 By James J. Wilson Deputy

James J. Wilson  
Notary Public for the State of Georgia  
My Commission Expires:  
My Commission Expires Oct. 15, 1969

W. H. Locke  
CROWN ZELLERBACH CORPORATION  
By W. H. Locke, Manager  
Northwest Land and Tax Department