

12071

AGREEMENT FOR EASEMENT

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THIS AGREEMENT, Made and entered into this 21st day of MAY, 1982, by and between Mary Jane Sheppard hereinafter called the first party, and Henry & Gerald Wolff Ranch, Inc. hereinafter called the second party;

WHEREAS: The first party is the record owner of the following described real estate in Klamath County, State of Oregon, to-wit:

Approximately 30 feet westerly of the east boundary line of Government Lot 6, Section 29, Township 35 South, Range 7 E.W.M.

and has the unrestricted right to grant the easement hereinafter described relative to said real estate; NOW, THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

An easement to bury an underground mainline irrigation pipe to connect the irrigation system from Government Lot 11, Section 29, Township 35 South, Range 7 E.W.M. to Government Lot 3, Section 29, Township 35 South, Range 7 E.W.M. belonging to Henry Wolff and the right to ingress and egress to maintain said line, if necessary.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of 99 years, always subject, however, to the following specific conditions, restrictions and considerations:

Subject to Agreements "A" and "B" between the parties, Attached hereto and by this reference incorporated herein as Exhibits "A" and "B".

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If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

Approximately fifteen feet west of the east boundary line of said property

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and second party's right of way shall be parallel with said center line and not more than approximately 15 ft distant from either side thereof.

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

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

Mary Jane Sheppard

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

MAY 12 1982

Personally appeared the above named MARY JANE SHEPPARD, and GERALD WOLFF for himself and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, Notary Public for Oregon
My commission expires: 7/16/84

(ORS 93.490)

STATE OF OREGON, County of

Personally appeared

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

AGREEMENT FOR EASEMENT

BETWEEN

Mary Jane Sheppard

AND

Wolff Ranch Inc.

AFTER RECORDING RETURN TO

Wolff Ranch Inc.
St Rm 1, Box 77-A
Chiloquin, OR 97624

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel, volume No. on page or as document/tee/file/instrument/microfilm No. Record of of said County.

Witness my hand and seal of County affixed.

By NAME TITLE Deputy

EXHIBIT "A"

AGREEMENT

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In consideration of the granting of the easement, heretofore defined, by Mary Jane Sheppard, hereinafter called the First Party, to Henry & Gerald Wolff Ranch, Inc., hereinafter called the Second Party, the parties agree as follows:

That the Second Party, its heirs, executors, administrators, assigns, and other successors in interest do hereby grant to the First Party, their heirs or assigns, the irrevocable and continuing right to connect to the underground main line irrigation pipe to be buried within the confines of said easement.

It is further agreed by and between the parties hereto that the First Party, their heirs or assigns, shall have the right to connect to said pipe and divert water therefrom at any time during the ninety-nine (99) year easement period or until Second Party abandons said easement. The First Party, their heirs or assigns, shall be allowed to make a sufficient number of connections to enable them, their heirs or assigns, to irrigate the servient estate of approximately thirty-six (36) acres.

The Second Party, its heirs, executors, administrators, assigns and other successors in interest agree to install and maintain at their expense, the cost of main line pipe until the First Party connects to the mainline and at such time the First Party hereby agrees to pay to the Second Party \$2027.80 less \$135.19 for every year that has passed since the original installation of the mainline as reimbursement of installation costs. After 15 years there shall be no reimbursement of installation costs due the Second Party. The First Party, their heirs or assigns, agree to install and maintain at their expense the connections and diversion pipe therefrom.

DONE AND DATED THIS 21ST day of MAY, 1982.

Mary Jane Sheppard
Mary Jane Sheppard

HENRY & GERALD WOLFF RANCH, INC.

Gerald Wolff
Henry Wolff
Gerald Wolff
Gerald Wolff

STATE OF OREGON)

COUNTY OF KLAMATH) ss.

SUBSCRIBED AND SWORN TO BEFORE ME this 21ST day of MAY, 1982, by Mary Jane Sheppard.

STATE OF OREGON)

COUNTY OF KLAMATH) ss.

SUBSCRIBED AND SWORN TO BEFORE ME this 21ST day of MAY, 1982, by GERALD WOLFF
WOLFF RANCH, INC.

John A. Kalita
Notary Public

My Commission expires: 7/16/84

John A. Kalita
Notary Public

My Commission expires: 7/16/84

AGREEMENT

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At the time the First Party connects to the mainline the First Party must pay to the Second Party \$2,120.00 to cover his share of construction of electricity and the price of the pump over and above the money mentioned in Exhibit "A", fourth paragraph.

The First Party agrees to pay to the Second Party a share of electricity to supply water to First Party's property (36 acres more or less) from the time that the First Party first connects to the system. Said share will be -20- percent of entire electricity bill for the pump supplying water to the irrigation system due within 15 days of the notification of the amount owed.

The First Party further agrees to pay -20- percent of cost to maintain and repair pump for said water system.

DONE AND DATED THIS 21ST day of MAY, 1982.

Mary Jane Sheppard
Mary Jane Sheppard

HENRY & GERALD WOLFF RANCH, INC.
Henry Wolff
Henry Wolff
Gerald Wolff
Gerald Wolff

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

SUBSCRIBED AND SWORN TO BEFORE ME this 21ST day of MAY, 1982, by Mary Jane Sheppard.

John A. Kalita
Notary Public
My Commission expires: 7/16/84

STATE OF OREGON)
COUNTY OF KLAMATH) ss.

SUBSCRIBED AND SWORN TO BEFORE ME this 21ST day of MAY, 1982, by GERALD WOLFF as agent for HENRY & GERALD WOLFF RANCH, INC.

John A. Kalita
Notary Public
My Commission expires: 7/16/84

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24 day of May A.D., 1982 at 4:14 o'clock P M., and duly recorded in Vol M 82, of Deeds on page 6517.

Fee \$ 16.00

EVELYN DIEHN
COUNTY CLERK
By Joyce McArthur deputy