

MTCT8885-KR

After Recording Return To:
Walker
PO Box 830
Merrill, OR 97633

2007-009490

Klamath County, Oregon



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05/25/2007 11:29:21 AM

Fee: \$31.00

EASEMENT and WELL AGREEMENT

THIS AGREEMENT is entered into this 24th day of May, 2007, by and between Les Northcutt and Norma Northcutt, husband and wife ("First Party"), and ~~J.W. Farms, a partnership ("Second Party")~~ John R. Walker and Brenda L. Walker, husband and wife ("Second Party")

RECITALS

WHEREAS, First Party has conveyed to Second Party certain real property legally described as Parcel 1 of Land Partition 20-02, located in the NE1/4 NW1/4 and NW1/4 NE 1/4 of Section 9, T41S, R12EWM, and NE1/4 NE1/4 of Section 8, T41S, R12EWM, all in Klamath County, Oregon ("Burdened Parcel"); and

WHEREAS, on the Burdened Parcel is located an irrigation well that has historically been used to irrigate both the Burdened Parcel and other certain real property that is situated south of Micka Road, is located in the SW1/4 NW1/4, the SE1/4 NW1/4, and the NE1/4 SW1/4, and is owned by First Party ("Benefited Parcel"), and the groundwater permit issued by the Oregon Water Resources Department, numbered G-13180 ("Permit"), describes the place of use as lands within both the Burdened Parcel and the Benefited Parcel; and

WHEREAS, First Party desires to reserve an easement for the well and to retain exclusive rights to the groundwater for use on the Benefited Parcel;

TERMS, CONDITIONS, and SPECIFICATIONS

NOW THEREFORE, Second Party grants to First Party an easement for the well ("Easement") according to the following terms, conditions, and specifications:

1. The Easement area shall be comprised of an area of land, on which the well is located, described as thirty feet (30') wide at its southern end, measured from the southeast corner of the Burdened Parcel, and that is one hundred feet (100') long on its eastern edge, measured from the southeast corner of the Burdened Parcel.

2. The purpose of the Easement is to access the well for irrigation water, and shall include the right to access, operate, and maintain the pump, motor, and all electrical circuitry associated with the well and the water distribution system from the well, and to have exclusive use of the area of land described in the preceding paragraph for this purpose.

3. First Party shall have the sole discretion to seek modification of the Permit through the Oregon Water Resources Department to reflect the terms, conditions, and specifications set forth in this agreement, including a change in the point of diversion for the place of use encompassed by the Burdened Parcel.

4. The pump, motor, electrical circuitry, and other personal property used as part of the

36

well and water distribution system, and that is located on the Easement, is and shall remain the property of First Party.

5. Second Party shall have no rights to the well and other property used in the Easement, but First Party may, in its discretion, enter into a subsequent agreement or agreements for use by Second Party of the well and other property used in the Easement.

6. First Party agrees to and shall hold harmless and indemnify Second Party from any claims made by its lessees, invitees, licensees, employees, and agents arising from First Party's use of the Easement and for which Second Party is not negligent or otherwise at fault.

7. This agreement shall be perpetual, shall burden the Burdened Parcel and shall benefit the Benefited Parcel, and shall run with the respective parcels of land, binding heirs, successors, and assigns to all of the terms, conditions, and specifications contained herein.

~~Second~~

~~First Party:~~

~~J.W. Farms,
a partnership~~

By: John R Walker

x Bruce L Walker

~~First~~

~~Second Party:~~

Les Northcutt and Norma Northcutt,
husband and wife

By: Les Northcutt

Norma V. Northcutt

STATE OF OREGON)

) ss.

County of Klamath)

AFFIRMED KE

SUBSCRIBED AND SWORN TO before me by John R. Walker, who personally appeared this 24th day of May, 2007.



Kristi L. Redd
Notary Public for Oregon

My commission expires: 11/16/2007

STATE OF OREGON)

) ss.

County of Klamath)

AFFIRMED (KR)

SUBSCRIBED AND SWORN TO before me by Brenda L. Walker (KR) who
personally appeared this 24th day of May, 2007. ~~John R. Walker - Brenda L. Walker~~



Kristi L. Redd

Notary Public for Oregon

My commission expires: 11/16/2007

STATE OF OREGON)

) ss.

County of Klamath)

AFFIRMED (KR)

SUBSCRIBED AND SWORN TO before me by Les Northcutt aka v, who
personally appeared this 24th day of May, 2007. Leslie E. Northcutt



Kristi L. Redd

Notary Public for Oregon

My commission expires: 11/16/2007

STATE OF OREGON)

) ss.

County of Klamath)

AFFIRMED (KR)

SUBSCRIBED AND SWORN TO before me by Norma Northcutt aka v, who
personally appeared this 24th day of May, 2007. Norma V. Northcutt



Kristi L. Redd

Notary Public for Oregon

My commission expires: 11/16/2007