

NOT 1396-10787

2012-002405

Klamath County, Oregon



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03/06/2012 03:15:30 PM

Fee: \$82.00

**RECORDING COVER SHEET**

**ORS 205.234**

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any error in this cover sheet DOES NOT affect the transaction(s) contained in the instrument itself.

**1. AFTER RECORDING RETURN TO -**

Required by ORS 205.180(4) &  
205.238:

**Richard & Jennifer Sanford, Trustees  
Of the RJ Sanford Trust  
760 Lazy Heart Lane  
Fallon, NV 89406**

**2. TITLE(S) OF THE TRANSACTION(S) - Required by ORS 205.234(1)(a)**

Note: "Transaction" means any action required or permitted by law to be recorded, including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property. Enter descriptive title for the instrument:

**Easement**

**3. DIRECT PARTY / GRANTOR and Address - Required by ORS 234(1)(b)**

**Grantor's Address:**

**Richard & Jennifer Sanford, Trustees  
Of the RJ Sanford Trust  
760 Lazy Heart Lane  
Fallon, NV 89406**

**4. INDIRECT PARTY / GRANTEE and Address - Required by ORS 234(1)(b)**

**Jerry L Neff Estate  
Ryan Neff, Personal Representative  
1450 NW Teak Court  
Redmond, OR 97756**

**Grantee's Address:**

**1450 NW Teak Court, Redmond, OR 97756**

**5. For an instrument conveying or contracting to convey fee title, the information required by ORS 93.260:**

**UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHALL BE  
SENT TO THE FOLLOWING  
ADDRESS:**

**Richard & Jennifer Sanford,  
Trustees of the RJ Sanford Trust  
760 Lazy Heart Lane  
Fallon, NV 89406**

**6. TRUE AND ACTUAL**

**CONSIDERATION - Required by  
ORS 93.030 for an instrument  
conveying or contracting to convey  
fee title or any memorandum of  
such instrument:**

**\$**

**7. TAX ACCOUNT NUMBER OF THE PROPERTY, IF THE INSTRUMENT CREATES A  
LIEN OR OTHER INTEREST THAT COULD BE SUBJECT TO TAX FORECLOSURE -**

**Required by ORS 312.125(4)(b)(B):**

824me

After recording return to:

Richard & Jennifer Sanford, Trustees

of the RJ Sanford Trust

- 760 Lazy Heart Lane —

Fallon, NV 89406

## EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Richard C. Sanford and Jennifer L. Sanford, Trustees of the RJ Sanford Trust dated December 19, 2007 (hereinafter "Grantor"), owner of the real property legally described in Exhibit A hereto ("Grantor's Property") does hereby grant and convey unto Ryan Neff as personal representative of the estate of Jerry L. Neff (hereinafter "Grantee") owner of the property legally described in Exhibit B (Grantee's Property"), the following easements which shall run with the land and shall benefit and be appurtenant to Grantee's Property and shall burden Grantor's Property and shall be binding upon all parties having any right, title, or interest in such real property:

**1) Irrigation Easement.** A perpetual nonexclusive easement 50 feet in width lying 25 feet on both sides of the center line of the existing irrigation ditch generally located along the boundary between Grantor's Property and Grantee's Property for the purpose of conveying water from the pump station into the watercourse commonly known as the Williamson River ditch and diverting such water to the Grantee's Property for irrigation. The location of the easement strip is further defined on the attached Exhibit C. Grantor agrees to refrain from any activity on Grantor's Property that would interfere with or interrupt water pumped from the Williamson River pump station over and through the Williamson River ditch watercourse that would interfere with the Grantee's ability to divert water over the Irrigation Easement. Grantor also conveys unto Grantee the right to enter upon Grantor's property for the purpose of maintenance and/or repair of the Irrigation Easement or to restore the flow of water in such watercourse.

**2) River Access Easement.** A nonexclusive easement over so much of the Grantor's Property as is described on the attached Exhibit C for the purpose of river access to the Williamson River (the "River Access Easement").

- a. This River Access Easement shall remain in effect at all times in which any of the following persons or entities are sole owners of the Grantee's Property: the Grantee, any lineal descendant of Jerry L. Neff and Linda R. Neff (the "Neff Descendants"), or any entity in which the Neff Descendants are sole owners, or any trust or trusts in which Neff Descendants are sole beneficiaries. Collectively such permitted owners are referred to as the "Permitted Owners."
- b. In the event all of the Grantee's Property is transferred to an owner that is not a Permitted Owner, this River Access Easement may be terminated upon written notice of Grantor, or Grantor's successor, to the then owner of the Grantee's Property. Upon notice of termination of this River Access Easement, the River

Access Easement shall automatically expire and Grantee shall upon request execute a recordable document evidencing such expiration.

- c. In the event a part of the Grantee's Property is transferred to an owner that is not a Permitted Owner, this River Access Easement may be terminated as to the part transferred to the non-Permitted Owner upon written notice of Grantor, or Grantor's successor, to the then owner of such part of the Grantee's Property. Upon notice of termination of this River Access Easement, the River Access Easement shall automatically expire as to the part of the Grantee's Property transferred and the transferees shall upon request execute a recordable document evidencing such expiration.
- d. Until the River Access Easement is terminated as to all of the Grantee's Property, within thirty (30) days of any transfer of any part of Grantee's Property that has the benefit of the River Access Easement, Grantee shall provide written notice of the transfer to Grantor and shall further provide such information reasonably necessary for Grantor to assess whether the River Access Easement may be terminated as provided above. In the event of a transfer of any part of the Grantee's Property that would trigger the notice obligation above and notice of transfer is not provided to the Grantor, and Grantee further fails to provide the information reasonably required as described above within thirty (30) days after request by the Grantor, Grantor shall be entitled to terminate the River Access Easement as to the transferred property and the transferees shall upon request execute a recordable document evidencing such termination.

**3) Indemnity.** Grantee agrees to indemnify, defend and hold harmless Grantor, and Grantor's agents, successors and assigns, from any loss, claim, liability, or expense incurred by Grantor or its agents, successors or assigns, arising in any manner out of the use of the easements by Grantee or Grantee's agents, successors, assigns or invitees. Grantee assumes all risk arising out of its use of the easements and Grantor shall have no liability to Grantee or others for any condition existing thereon. Grantee agrees and represents that Grantee is accepting the easement "AS IS".

**4) Prior Encumbrances.** This easement is granted subject to all prior easements and encumbrances whether of record or apparent from a visual inspection of the land.

**5) Damage.** During the term of this easement, Grantee shall repair any damage to any fencing or ditches caused by Grantee's use of the easement to the condition as good as existed previous to the damage.

**6) Maintenance.** Grantor and Grantee agree to share the cost of maintenance or repair of the ditches commonly used by both parties in a manner that is consistent with their use of the same.

**7) Miscellaneous.** All references to Grantor or Grantee shall refer to any successor owner of the Grantor or Grantee's Property.

## SINATURE PAGE FOR EASEMENT

This Easement is entered into as of the date in which all of the parties to it have signed below.

### Grantor

Richard C. Sanford Trustee of RJ Sanford Trust

Richard C. Sanford, Trustee of the RJ Sanford

Trust dated December 19, 2007

Date signed: 5/20/11

Jennifer L. Sanford Trustee of the RJ Sanford Trust

Jennifer L. Sanford, Trustee of the RJ Sanford

Trust dated December 19, 2007

Date signed: 5/20/11

### Grantee:

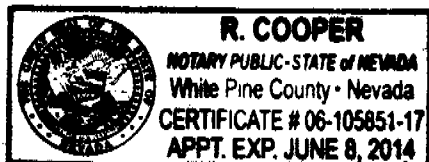
Signed in counterpart

Ryan Neff as personal representative of the  
estate of Jerry L. Neff

Date signed: \_\_\_\_\_

State of Oregon Nevada )  
 )  
County of Churchill ) ss.

This instrument was acknowledged before me on May 20th, 2011 by Richard C. Sanford, Trustee of the RJ Sanford Trust dated December 19, 2007.



T. Cooper  
Notary Public for Oregon Nevada  
Commission No.: 06-105851-17  
My Commission Expires: June 8, 2014

State of Oregon Nevada )  
 )  
County of Churchill ) ss.

This instrument was acknowledged before me on May 20th, 2011 by Jennifer L. Sanford, Trustee of the RJ Sanford Trust dated December 19, 2007.



T. Cooper  
Notary Public for Oregon Nevada  
Commission No.: 06-105851-17  
My Commission Expires: June 8, 2014

State of Oregon )  
 )  
County of \_\_\_\_\_ ) ss.

This instrument was acknowledged before me on \_\_\_\_\_ by Ryan Neff as personal representative of the estate of Jerry L. Neff.

\_\_\_\_\_  
Notary Public for Oregon  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**SINATURE PAGE FOR EASEMENT**

This Easement is entered into as of the date in which all of the parties to it have signed below.

**Grantor**

Signed in counterpart  
Richard C. Sanford, Trustee of the RJ Sanford  
Trust dated December 19, 2007  
Date signed: \_\_\_\_\_

Signed in counterpart  
Jennifer L. Sanford, Trustee of the RJ Sanford  
Trust dated December 19, 2007  
Date signed: \_\_\_\_\_

**Grantee:**

Ryan Neff as personal Rep  
Ryan Neff as personal representative of the  
estate of Jerry L. Neff  
Date signed: 5/20/11



State of Oregon )  
County of Deschutes ) ss.

This instrument was acknowledged before me on \_\_\_\_\_ by Richard C. Sanford, Trustee of the RJ Sanford Trust dated December 19, 2007.

\_\_\_\_\_  
Notary Public for Oregon  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

State of Oregon )  
County of \_\_\_\_\_ ) ss.

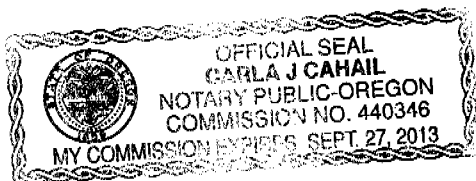
This instrument was acknowledged before me on \_\_\_\_\_ by Jennifer L. Sanford, Trustee of the RJ Sanford Trust dated December 19, 2007.



\_\_\_\_\_  
Notary Public for Oregon  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

State of Oregon )  
County of Deschutes ) ss.

This instrument was acknowledged before me on Mar 20, 2011 by Ryan Neff as personal representative of the estate of Jerry L. Neff.



Carla J. Cahail  
Notary Public for Oregon  
Commission No.: 440346  
My Commission Expires: 9-27-13

**EXHIBIT A**

**GRANTOR'S PROPERTY**

**(APN 3010-00000-00800) Sanford Exhibit A Parcel**

The NW 1/4 of Section 14, in Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**(APN 3010-00000-00300) Sanford Exhibit A Parcel**

The SW 1/4 of Section 11, in Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

**(APN 3010-00000-00201) Sanford Exhibit A Parcel**

Parcel 1 of Land Partition 18-98 in Sections 8, 9, 10, 11, 16, 17, 18, 19, 20 and 21, Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.



**EXHIBIT B**

**GRANTEE'S PROPERTY**

**(APN 3010-00000-00700) Estate of Jerry Neff Exhibit B Parcel**

The NE 1/4 of Section 14, in Township 30 South, Range 10 East of the Willamette Meridian,  
Klamath County, Oregon.

**(APN 3010-00000-00400) Estate of Jerry Neff Exhibit B Parcel**

The SE 1/4 of Section 11, in Township 30 South, Range 10 East of the Willamette Meridian,  
Klamath County, Oregon.

