

NETC 1396-10787

2012-002405

Klamath County, Oregon



00114908201200024050100107

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

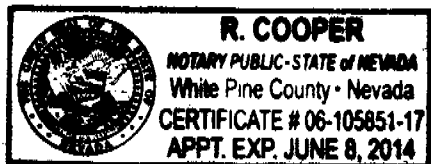
Jennifer L. Sanford Trustee of the RJ Sanford Trust
Jennifer L. Sanford, Trustee of the RJ Sanford
Trust dated December 19, 2007
Date signed: 5/20/11

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.



R. 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.



R. 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.

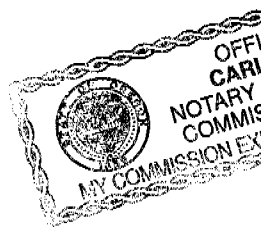
Grantor

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 Washington) 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.

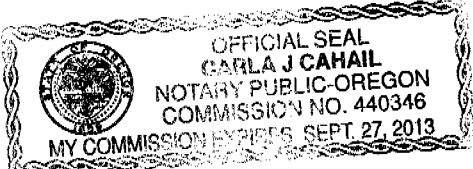
This instrument was acknowledged before me on _____ by Jennifer L. Sanford, Trustee of the RJ Sanford Trust dated December 19, 2007.



Notary Public for Oregon
Commission No.: _____
My Commission Expires: _____

State of Oregon)
County of Washington) ss.

This instrument was acknowledged before me on May 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

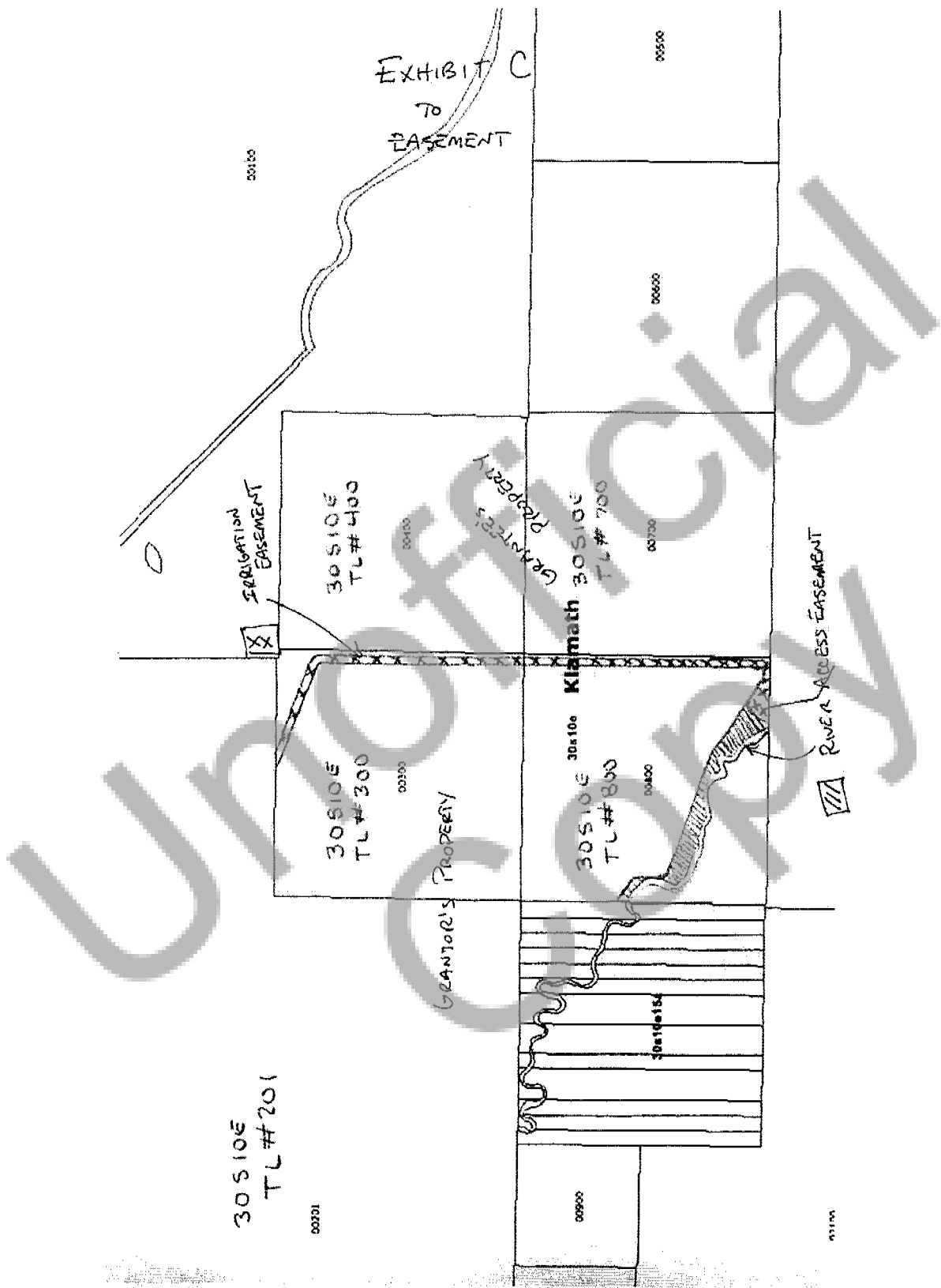
(APN 3010-00000-00700) Estate of Jerry Neff Exhibit B Parcel

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.

Unofficial
Copy



7 - EXHIBIT C TO EASEMENT
 {16230-002-00048359;5}