

2019-004301

Klamath County, Oregon



00239250201900043010030032

04/23/2019 10:49:15 AM

Fee: \$92.00

After recording, return to:  
PARKS & RATLIFF, PC  
620 Main Street  
Klamath Falls, OR 97601

## AGREEMENT

This Agreement is made this 19 day of April, 2019, between McAuliffe Brothers, LLC, an Oregon Limited Liability Company ("First Party"), Joan J. McAuliffe, Trustee of the McAuliffe Revocable Living Trust ("Second Party"), and John Charles McAuliffe and Priscilla Ann McAuliffe, husband and wife ("Third Party").

## RECITALS

A. WHEREAS, First Party own the following described real property:

Parcel 3 of Land Partition 6-18 in Klamath County, Oregon ("Parcel 3").

B. WHEREAS, Second Party owns the following described real property:

Parcel 1 of Land Partition 6-18 in Klamath County, Oregon ("Parcel 1").

C. WHEREAS, Third Party owns the following described real property:

Parcel 2 of Land Partition 6-18 in Klamath County, Oregon ("Parcel 2").

D. WHEREAS, the real property heretofore legally described by parcels is within the boundaries of Shasta View Irrigation District ("SVID"), which operates pursuant to ORS Ch. 545, and Klamath Basin Improvement District ("KBID"), which operates pursuant to ORS Ch. 554.

E. WHEREAS, the real property heretofore legally described by parcels has appurtenant surface water rights for irrigation that have been claimed and are being actively prosecuted in the Klamath River Adjudication.

F. WHEREAS, the present means of delivery of irrigation water for said rights is by way of a turn-out, or valve assembly ("Turn-Out"), from an underground lateral pipeline owned by SVID, which is located on Parcel 3, and this water exits the Turn-Out under a pressure that is more than sufficient to be employed in irrigation systems that use customary impact sprinklers.

G. WHEREAS, the parties desire to enter into an agreement whereby First Party is obligated to make available and convey irrigation water to Second Party and Third Party for irrigation of the respective parcel of real property.

\* \* \* \* \*

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and in consideration of \$1.00, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Third Party covenants to First Party and to Second Party that Third Party shall provide water for irrigation from the Turn-Out, and in a pipeline that traverses Parcel 3 ("Delivery Pipe"), to the westerly edges of Parcel 1 and Parcel 2, with a valve assembly at said edges, so that the owners of said parcels will have water delivered at substantially the same pressure as at the Turn-Out, less conveyance losses, but in no event shall the pressure be less than fifty pounds per square inch (50psi).

2. Third Party is responsible to provide the Delivery Pipe, and to reasonably maintain said pipeline in a workmanlike condition.

3. Third Party's obligations in this Agreement apply only insofar as SVID and KBID make water available for use at certain times and for certain quantities each year. The parties understand that the threat of, or actual curtailment of irrigation water deliveries have occurred on previous occasions.

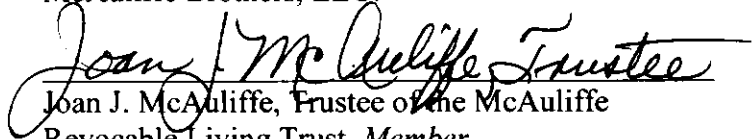
4. The owner of each parcel is responsible to pay the annual water assessments to SVID and KBID that pertain to said parcel, as determined by said districts.

5. The covenant and easements created by this Agreement shall apply to and run with the described parcels, so that all successive future owners and occupants shall have the same right to invoke and enforce said covenants, and to utilize and enjoy said easements, as the original parties to this Agreement.

DATED this 19 day of April, 2019.

FIRST PARTY:

McAuliffe Brothers, LLC:

  
Joan J. McAuliffe, Trustee of the McAuliffe  
Revocable Living Trust, Member

  
John Charles McAuliffe, Member

  
Priscilla Ann McAuliffe, Member

SECOND PARTY:

Joan J. McAuliffe, Trustee  
Joan J. McAuliffe, Trustee of the McAuliffe  
Revocable Living Trust

THIRD PARTY:

John C. McAuliffe  
John Charles McAuliffe, Member

Priscilla Ann McAuliffe  
Priscilla Ann McAuliffe, Member

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )

SUBSCRIBED AND ACKNOWLEDGED before me this 11<sup>th</sup> day of April,  
2019, by Joan J. McAuliffe.

Nicole Booth

Notary Public for Oregon

My commission expires: 6/04/2022

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )



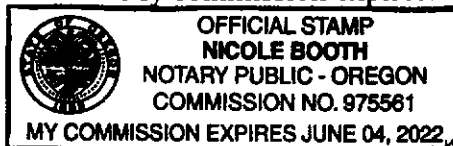
SUBSCRIBED AND ACKNOWLEDGED before me this 1<sup>st</sup> day of April,  
2019, by John Charles McAuliffe.

Nicole Booth

Notary Public for Oregon

My commission expires: 6/4/2022

STATE OF OREGON           )  
  ) ss.  
County of Klamath        )



SUBSCRIBED AND ACKNOWLEDGED before me this 1<sup>st</sup> day of April,  
2019, by Priscilla Ann McAuliffe.

Nicole Booth

Notary Public for Oregon

My commission expires: 6/4/2022

