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vol. 77 rage 5319

WATER RIGHT AND EASEMENT AGREEMENT

WITNESSETH:

WHEREAS, HARRIS is contemporaneously herewith selling approximately 14.68 acres of real property to BARRETT, a more particular description thereof being set forth on Exhibit "A" which is attached hereto and by this reference made a part hereof, all located in Klamath County, Oregon, and

WHEREAS, both parties will retain certain contiguous real property which will be irrigated by a ditch generaly described as follows:

That certain irrigation ditch running in a Northerly-Southerly direction along the East boundary of the SE 1/4 NE 1/4 and the NE 1/4 SE 1/4, all in Section 3, Township 40 South, Range 13 E.W.M., said ditch also running in said direction immediately to the West of Gale Road, all, in Klamath County, Oregon.

WHEREAS, the parties both will irrigate and take water from said ditch and desire to set forth their agreement with respect to said ditch in writing,

NOW, THEREFORE, for and in consideration of the mutual covenants of the parties herein contained and other valuable consideration,

IT IS MUTUALLY AGREED as follows:

1. The parties shall share equally in the maintenance and up-

PRENTISS K. PUCKETT, P.C.
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
A LOAN SUILDING

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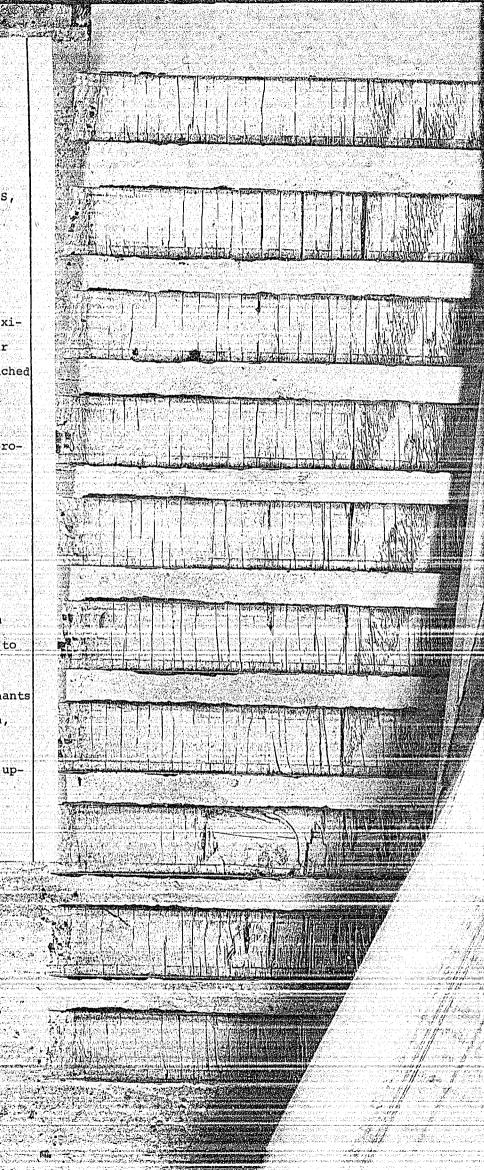
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keep of that portion of said above described ditch which they both use and BARRETT shall not be responsible for said maintenance or upkeep of said ditch for the portion thereof that is not used by him for irrigation purposes.

2. BARRETT shall have the right to run a reasonable amount of surplus or waste water on to the adjoining and contiguous property of HARRIS to the south of the subject property.

3. BARRETT hereby grants unto HARRIS a perpetual easement to transport irrigation water over and through all present irrigation ditches located on said subject property, including the above described ditch, and, the right of ingress to and egress from and over said subject property for the purpose of irrigating, maintenance and repair.

4. "Subject property" shall mean herein the property sold to BARRETT and described on Exhibit "A".

This agreement and easement shall be construed to run with the lands above described and shall bind the heirs; legal representatives, assigns and successors of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first hereinabove written.

John Edward Harris

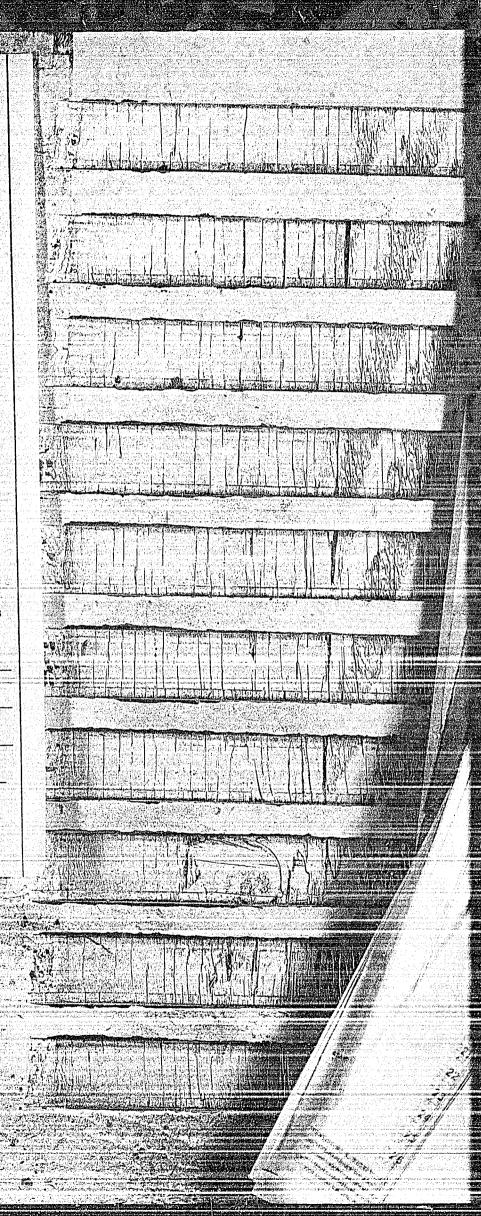
Opal Harris

Richard R. Barrett

Marlyn K. Barrett

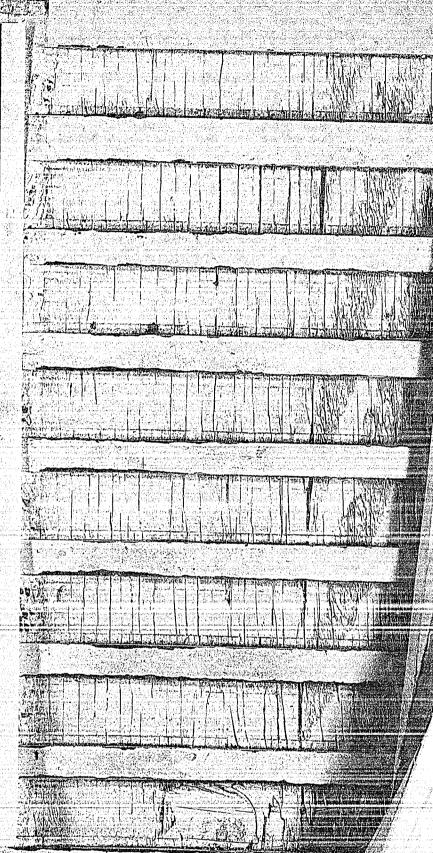
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KLAMATH FALLS, DRE.

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STATE OF OREGON County of Klamath) Personally appeared the within named JOHN, EDWARD HARRIS and OPAL HARRIS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:(Notary Public for Oregon
My Commission expires: /- 7-80 STATE OF OREGON February <u>28</u>, 1977 County of Klamath Personally appeared the within named RICHARD R. BARRETT and MARLYN K, BARRETT, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. 10 BEFORE ME: (12 Notary Public for Oregon My Commission expires:// 13 Rtun RRBANETE
Et 1 Box 129
Bonanza Or 91623 14 15 16 17 18 19 20 21 22 23 24 25 26 PRENTISS K. PUCKETT, P.C Page (3) Water Right & Easement Agreement



FIRST FEDERAL BAVINGS

