

33000 WATER LINE EASEMENT

THIS INDENTURE, made and entered into this 1st day of June, 1977,
by and between GIDEON CECIL PALMER, a single person, hereinafter
referred to as "GRANTOR", and LENA MAE CHILDRESS, a single person,
hereinafter referred to as "GRANTEE,

W I T N E S S E T H

That in consideration of the covenants, agreements and stipulations of the parties herein contained on the part of Grantee to be paid, kept and performed by Grantee, Grantor does hereby grant unto Grantee an easement to convey water over and across the real property located in Klamath County, Oregon, and described as follows:

A strip of land four (4) feet wide described as follows:

Beginning at a point which is the southeast corner of Block 8 of Chemult, Klamath County, Oregon, according to the plat thereof; thence 372.2 feet along the easterly line of said Block 8 to the northeasterly corner thereof; thence westerly at right angles to said easterly line of said Block 8 and along the northerly line of said Block a distance of 4 feet; thence at right angles to said northerly line of said Block 8 and parallel to the easterly line of said block to the southerly line thereof; thence along the southerly line of said Block 8 to the point of beginning, same being a portion of Block 8, Chemult, Oregon.

TO HAVE AND TO HOLD said easement for a period of ten (10) years from the date hereof, namely, June 1, 1977, to June 1, 1987, said Grantee paying therefor the sum of \$5.00 per year, which said total rental is paid in advance and at this time.

The intention of the parties hereto is to grant unto Grantee the use and maintenance of a water pipe line under the above described land for the purpose of transporting water from a well located on adjacent land to certain land owned by Grantee commonly known

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CHARLES E. FURKETT, P.E.
ATTORNEY AT LAW
COAL SAVINGS
BUILDING
D. ORE.

1 as "The Wheel Cafe".

2 Grantor shall at all times have full access over and across
3 said real property and easement herein granted and Grantee shall
4 not build or maintain any structure of any kind on said land during
5 the term hereof or during any option period herein provided for,
6 but Grantee shall have the right at all times during the term here-
7 of to come upon the land and easement premises for the purpose of
8 making repairs to said water pipe line at Grantee's expense.

9 Grantor hereby grants unto Grantee the option to renew and
10 extend this easement and agreement for an additional ten (10) years
11 at the expiration hereof, said option to be exercised at any time
12 during the term hereof by giving Grantor written notice thereof.
13 Upon said option being exercised, the terms and payment provision
14 herein provided for shall apply to said renewal and option period.

15 TO HAVE AND TO HOLD said easement unto Grantee, and unto her
16 successors and assigns.

17 Provided that in the event Grantee shall fail or neglect to
18 faithfully observe or perform any covenant herein on the part of
19 Grantee to so perform, then and in such case, Grantor may terminate
20 this agreement and easement agreement.

21 WITNESS the hands of the parties the day and year first herein-
22 above written.

23 *Gideon Cecil Palmer*
Gideon Cecil Palmer, Grantor

24 *Lena Mae Childress*
Lena Mae Childress, Grantee

13337

1 STATE OF OREGON)
2 County of Klamath) ss.

May 31, 1977

3 Personally appeared the within named GIDEON CECIL PALMER and
4 acknowledged the foregoing instrument to be his voluntary act and
deed.

BEFORE ME:

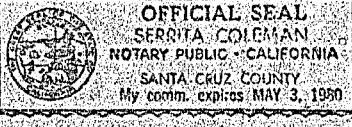
[Signature]
Notary Public for Oregon
My Commission expires: 5-77

8 STATE OF CALIFORNIA)
9 County of San Cruz) ss.

670 39 12 77, 1977

10 Personally appeared the within named LENA MAE CHILDRESS and
11 acknowledged the foregoing instrument to be her voluntary act and
deed.

BEFORE ME:



[Signature]
Notary Public for California
My Commission expires:

15 P.N. Puckett
16 136 N. 3rd
17 City

19 STATE OF OREGON, COUNTY OF KLAMATH

20 Filed for record at request of P. K. PUCKETT, ATTY

21 this 26th day of JULY A.D. 19 77 at 2:53 o'clock P.M.

22 duly recorded in Vol. 11, of DEED on Page 13335

23 FEE \$ 9.00

24 Wm. D. MEINE, County Clerk

[Signature]

26
PICKETT & PUCKETT, P.A.
ATTORNEYS AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING
KLAMATH FALLS, ORE

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