

DEED OF EASEMENT

I, EDITH MATNEY, of the County of Klamath, State of Oregon, and owner of the certain real property situated in the County of Klamath, State of Oregon, more particularly described as:

The E $\frac{1}{2}$ of SE $\frac{1}{2}$ of Section 19, Township 40 South, Range 10 East Willamette Meridian;

in consideration of the sum of \$1,000.00, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey to HAROLD HOUCK and OLEA HOUCK, husband and wife, grantees, of the County of Klamath, State of Oregon, and owners of that certain real property situated in the County of Klamath, State of Oregon, the following described easement;

A strip of land 40 feet wide lying Southerly of and adjacent to the following described line; beginning at the intersection of the South boundary of the United States Bureau of Reclamation "C" Canal and the West boundary of Cheyne Road; thence Northwesterly along said Southerly boundary of the "C" Canal to its intersection with the East-West center line of Section 19, Township 40 South, Range 10 East Willamette Meridian; thence Westerly along said East-West center line to the Northeast corner of the Northwest one-quarter Southeast one-quarter of said Section 19, all in the County of Klamath, State of Oregon.

Said easement is for the benefit of and appurtenant to the Northwest one-quarter Southeast one-quarter and the West one-half Northeast one-quarter of Section 19, Township 40 South, Range 10 East Willamette Meridian, which dominant property is presently owned by the grantees. Said easement shall remain open and unobstructed. Grantor of this easement shall not be responsible for the construction or maintenance of said easement and said construction or maintenance shall be at the sole cost and expense of grantees, their successors and assigns. Grantees and grantor agree that in the event it becomes necessary or convenient to move or in any way disturb grantor's irrigation system, including pump and pipe, then and in such event, the movement or disturbance shall be completed so as to avoid any interference with grantor's use of said irrigation system and upon completion of such movement or disturbance, grantees shall leave said irrigation system, including pump and pipe, in as good condition or better than that in which grantees found it and any modification of such irrigation system shall be completed in such a manner so as not to reduce water volume or pressure below that which existed immediately prior to grantees' interference with said irrigation system. It is

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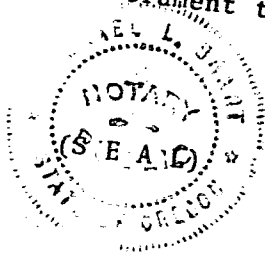
further mutually understood and agreed that this easement and right of way shall terminate only upon the written agreement of grantor, her successors and assigns, and grantees, their successors and assigns, and that failure to commence use of said easement and right of way or discontinued use of said easement and right of way, in and of itself, shall not affect said easement and is for driveway purposes. Said easement is nonexclusive and is for driveway purposes to provide ingress to and egress from the dominant tenement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of April, 1978.

Edith Matney
Edith Matney

STATE OF OREGON)
County of Klamath) ss.

Before me this 11th day of April, 1978, personally appeared the above-named EDITH MATNEY, and acknowledged the foregoing instrument to be her voluntary act and deed.



Michael L. Brant
Notary Public for Oregon
My Commission Expires: 1-21-81

Return to:
Mike Brant
325 Main
K. Falls

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Mike Brant Atty.
on 12th day of April A. D. 1978 at 3:15 clock P.M., and
tuly recorded in Vol. 478, of Deeds on Page 7050
W.D. MILNE, County Clerk
By Bernetha H. Adach

Fee \$6.00