

AGREEMENT.

THIS AGREEMENT, Made and entered into this 9 day of February, 1981, by and between NEIL BARNWELL, hereinafter called "Barnwell, and KENNETH D. MASTEN, hereinafter called "Masten";

WITNESSETH:

WHEREAS, Barnwell is the owner of an agricultural well situate on Section 13, Township 39 South, Range 11½ E., W.M.; and

WHEREAS, Masten has approximately 25 acres of land situate in Section 18, Township 35 South, Range 11 E., W.M.; and

WHEREAS, Masten is not served by Horsefly Irrigation District nor by any other means on this small parcel of land, and is desirous of obtaining water until such time as he can obtain water rights; Now Therefore,

The parties being fully advised, IT IS AGREED AS FOLLOWS:

1. Masten shall be allowed to attach a main line to Barnwell's main line which abuts the Masten property and to obtain water therefrom to irrigate approximately 25 acres in Section 18, Township 39 South, Range 11 E., W.M.;
2. It is understood and agreed that Masten shall promptly apply to the State of Oregon to obtain water rights for this property from the well in question situate in the SE Quarter of Section 18, Township 39 South, Range 11 E., W.M.;
3. In consideration therefor, Masten agrees to pay as reimbursement for the costs of furnishing said water, the same price as the assessment for Horsefly Irrigation District during any such year in which water is obtained;
4. Masten agrees also to perfect water rights from other sources if at all possible.

Barnwell agrees to keep the main line in its present position of if moved to move it so as not to interfere with the right of Masten to attach to said main line.

Masten agrees to keep and maintain his pipes and irrigation equipment in order so that there will be no leakage or seepage that may cause injury to the land of Barnwell.

This agreement shall be construed as an absolute right

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and easement to take water from said well through the pipes as aforesaid, and shall be binding upon the heirs, successors, and assigns of all parties hereto.

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

Neil Barnwell

Barnwell.

Kenneth D. Masten

Masten.

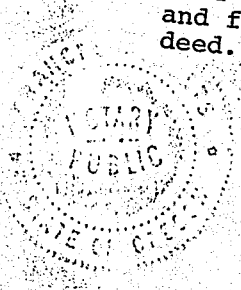
STATE OF OREGON,
County of Klamath.

)
(ss.
)

3-9-81

BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared the above-named NEIL BARNWELL and KENNETH D. MASTEN, and acknowledges the above and foregoing document to be their free and voluntary act and deed.

Francis M. Deets
Notary Public for Oregon.
My Commission Expires: 1-28-85



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____
this 9th day of March A.D. 1981 at 11:08 clock AM, and
duly recorded in Vol. M81 of Deeds on Page 4121

Fee \$7.00

EV. LYN BIEHN, County Clerk
By Bernhard Deets

Kenneth D. Masten
P.O. Box 136
Bonanza, Or.

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PROCTOR, PUCKETT & FAIRCLO
ATTORNEYS AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601