

OVERHANGING AND ENCROACHMENT EASEMENT

THIS AGREEMENT, Made on the 21st day of December, 1984,
by LYNN R. POPE (Grantor), and CHARLES V. SHUCK and JOANNA M. SHUCK, husband
and wife (Grantee);

WHEREAS, Grantor represents and warrants that he owns and has fee
simple title to that certain parcel of real estate located in the County of
Klamath, State of Oregon, more particularly described as follows:

Township 40 South, Range 11 E.W.M., Section 28:

Beginning at a point on the west line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29,
said point being north 704 feet, more or less from the southwest
corner of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ and being the centerline of the Pope-Flesher
Ditch as now located, thence S89°28'19"E a distance of 2337.0 feet,
more or less, to a point, which is the true point of beginning, thence
continuing S51°08'15"E along the centerline of said ditch a distance
of 1060.0 feet, more or less, to its intersection with the south line
of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, thence west to the southwest corner of
the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, thence northwesterly to the true point of
beginning.

WHEREAS, Grantee desires an easement consisting of an arc having a
maximum width of not more than thirty (30) feet across the westerly edge of
said property for the purposes of permitting Grantee's circle irrigation
system to overhang and encroach upon said real property for the benefit of
Grantee's real property to the west of said easement.

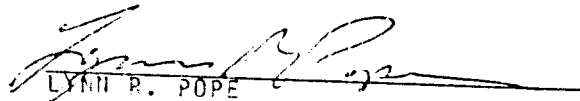
NOW, THEREFORE, it is mutually agreed as follows:

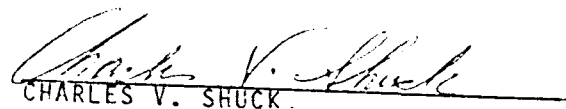
Grantor does hereby grant, assign and set over to Grantee an easement
consisting of an arc having a maximum width of not more than thirty (30)
feet across the westerly edge of Grantor's above-described real property
for the purposes of permitting Grantee's circle irrigation system to
overhang and encroach upon said Grantor's real property for the benefit of
Grantee's real property to the west of said easement.

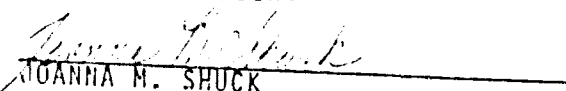
Except as herein granted, the Grantor shall continue to have full use
and enjoyment of the property.

Grantee shall bear full responsibility for the use and enjoyment of
the property and shall hold Grantor harmless from any claim of damages to
person or premises resulting from the use, occupancy and possession thereof
by Grantee.

IN WITNESS WHEREOF, the parties hereto have duly executed this
Agreement.


LYNN R. POPE


CHARLES V. SHUCK


JOANNA M. SHUCK

STATE OF OREGON

County of Klamath

ss:

21459

Personally appeared before me this 21st day of December,
1984, LYNN R. POPE and acknowledged the foregoing instrument to be his
voluntary act and deed.

(SEAL)

Sharon K. Green
NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

My Commission Expires October 11, 1985

STATE OF OREGON

County of Klamath

ss:

Personally appeared before me this 21st day of December,
1984, CHARLES V. CHUCK and JOANNA M. SHUCK and acknowledged the foregoing
instrument to be their voluntary act and deed.

(SEAL)

Sharon K. Green
NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

My Commission Expires October 11, 1985

STATE OF OREGON,)

County of Klamath)

Filed for record at request of

on this 27th day of December A.D. 19 84

at 2:02 o'clock P M, and duly

recorded in Vol. M84 of Deeds

Page 21458

EVELYN BEHN, County Clerk

By *[Signature]* Deputy

Fee 9.00

Ret: Charles Shuck
Box 204
Merrill, Ore
97633