

05-27-94A10:35 RCVD

IRRIGATION PIPELINE EASEMENT

THIS AGREEMENT made this ____ day of April, 1994, between LEONA B. PUCKETT, individually and as trustee of the LEONA PUCKETT LIVING TRUST dated the 24th day of July, 1989, hereinafter called "Grantor," and BROOKE A. ESTENSON, hereinafter called "Grantee."

RECITALS

1. WHEREAS, Grantor owns certain real property including the West Half of Lot 7, Block 2, Riverside Addition to Keno, Klamath County, Oregon;

2. WHEREAS, Grantee owns real property described as Lots 3 and 4 in Block 1 of RIVERSIDE ADDITION TO KENO, according to the duly recorded plat thereof on file in the office of the County Clerk of Klamath County, Oregon; and

3. WHEREAS, the Grantor desires to grant a nonexclusive irrigation pipeline easement across its property for the benefit of the Grantee, Now, Therefore, in consideration of the mutual grants and covenants contained herein and other valuable consideration,

GRANTOR HEREBY GRANTS a nonexclusive irrigation pipeline easement along the Easterly property line of Grantor's above described real property to Grantee for the irrigation of the lands of Grantee heretofore described.

It is understood that the Grantee has installed an irrigation pump and pipeline which is buried and may maintain the same so as not to interfere with normal farming or ranching practices and the use of the easement property by the Grantor for an irrigation pipeline and maintenance thereon.

Grantee has the right of ingress and egress to maintain and reconstruct their pipelines and pump while not unreasonably interfering with Grantor's real property. Grantor shall not be responsible for damages that may occur to the pipeline of the system of the Grantee, providing that such damage is not caused by the negligence of Grantor. It is further understood that this is a covenant and conveyance which runs with the land for the mutual benefit of real estate owned by Grantor and Grantee, and burdens lands above described owned by Grantor.

It is recognized that this easement includes the location and use of existing delivery pipe, pump and utility delivery. It is further recognized that Grantor may continue to receive irrigation water at the convenience of Grantee through such existing irrigation system, but that this right is personal to Grantor and does not run with the land.

If suit or action is instituted to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

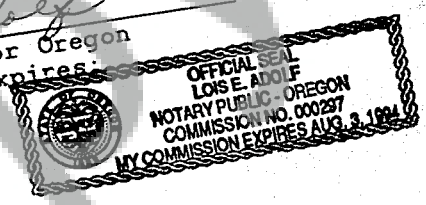
IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first above written.

Leona B. Puckett Brooke A. Estenson

STATE OF OREGON } ss.
County of Klamath }

On this 25th day of April, 1994, personally appeared before me the above-named LEONA B. PUCKETT, and acknowledged the above to be her voluntary act and deed.

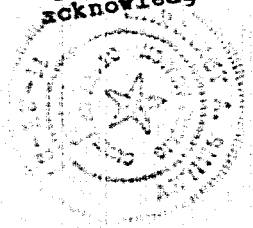
Lois E. Adolf
Notary Public for Oregon
My Commission expires:



STATE OF TEXAS } ss.
County of Dallas }

On this 13 day of May, 1994, personally appeared before me the above-named BROOKE A. ESTENSON, and acknowledged the above to be her voluntary act and deed.

[Signature]
Notary Public for Texas
My Commission expires: 11-23 97



RICHARD FAIRCLO
ATTORNEY AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

Irrigation Pipeline Easement

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Richard Fairclo the 27th day
of May A.D. 19 94 at 10:35 o'clock A M., and duly recorded in Vol. M94
Deeds on Page 16843
By Evelyn Biehn County Clerk
[Signature]

FEE \$35.00