

11-01-95A11:46 RCV0

PIPELINE EASEMENT
SUPERSEDING FORMER DRAINAGE DITCH EASEMENT

THIS AGREEMENT made this 20th day of October, 1995,
between GERALD ARTHUR GARCELON, hereinafter called "Grantor," and
NEWMAN ENTERPRISES, INC., and DAIRY DISTRICT IMPROVEMENT
COMPANY, hereinafter called "Grantee."

RECITALS

1. WHEREAS, Reference is made to that certain document dated September, 1952 and recorded in Klamath County Miscellaneous Records on February 5, 1974 at Volume M74 at page 1236;
2. WHEREAS, Grantor and Grantee own all the real property which is the subject of said document, including all benefitted and burdened land, all of which is located in Klamath County, Oregon;
2. WHEREAS, Grantor and Grantee are the successors in interest to the parties mentioned in said document;
3. WHEREAS, Grantor owns real property described as "Grantor's Property" on Exhibit "A" attached hereto and Grantee owns real property including that described as "Grantee's Property" on Exhibit "A" attached hereto;
4. WHEREAS, the ditch described in said agreement running across Grantor's property has been filled in, is no longer used and the parties have located on grantor's property a buried pipe, which takes over the present-day necessity and function of the former ditch and all purposes mentioned in said document.

NOW THEREFORE, the parties hereby agree, grant and covenant as follows:

- A. Grantor hereby grants a nonexclusive pipeline easement to Grantee for the drainage of the lands of Grantee herebefore described; said easement shall be 20 foot in width, ten feet on either side of the existing buried pipe which runs in a general east-west direction from Grantee's

45.00
Cpk

property and present drainage pump, running in a general easterly direction across Grantor's property to Buck Creek.

B. It is understood that the pipeline has been installed and is buried and Grantee may operate and maintain the same so as not to unreasonably interfere with normal farming or ranching practices by the Grantor.

C. Grantee has the right of ingress and egress to maintain and reconstruct the pipeline. Grantor shall occupy and conduct operations on Grantor's property in such a manner as to not interfere with said pipeline. 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, but burdens Grantor's property and benefits Grantee's property.

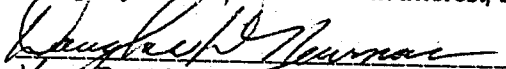
D. The parties agree that the document above referred to (recorded in Klamath County Miscellaneous Records on February 5, 1974 at Volume M74 at page 1236) is of no further force and effect and Grantee hereby grants to Grantor all rights obtained by virtue of said document. The parties agree that all rights, duties and obligations in said agreement hereby merge with the terms of this 1995 agreement and that said document recorded in 1974 is null and void.

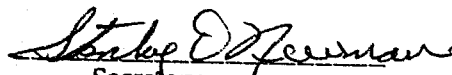
E. If suit or action is instituted to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

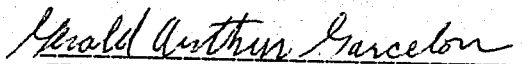
F. This Agreement shall be binding not only upon the parties hereto but also upon their respective heirs, representatives, assigns and successors in interest.

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

Newman Enterprises, Inc., individually and as Dairy District Improvement Company or as its successor in interest, by:

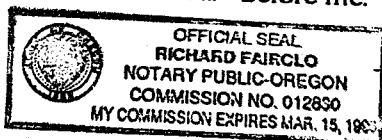

Vice President


Secretary


GERALD ARTHUR GARCELON

STATE OF OREGON)
)ss.
 County of Klamath)

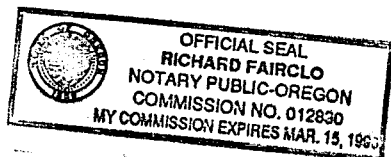
On this 20th day of October, 1995, personally appeared Douglas D. Newman and Stanley Newman, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that latter is the secretary of NEWMAN ENTERPRISES, INC, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:



[Signature]
 Notary Public for Oregon
 My Commission expires:

STATE OF OREGON)
)ss.
 County of Klamath)

On this 24th day of October, 1995, personally appeared before me the above-named GERALD ARTHUR GARCELON, and acknowledged the above to be his voluntary act and deed.



[Signature]
 Notary Public for Oregon
 My Commission expires:

EXHIBIT "A"

Grantor's Property

Lot 7 and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6; and Lots 1, 2, 3 & 4 and the W $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7; all in Township 39 South, Range 11 East of the Willamette Meridian.

EXCEPTING THEREFROM that portion of Lot 4 in Section 7, lying South of Burgdorf Road. ALSO EXCEPTING THEREFROM that portion conveyed to Klamath County by deed recorded April 12, 1937, in Volume 108, Page 415, Deed Records of Klamath County, Oregon.

Grantee's Property

Township 38 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon

Section 35: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Township 39 South, Range 11 $\frac{1}{2}$ East of the Willamette Meridian, Klamath County, Oregon

Section 2: Lots 1, 2, 3 & 4, SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$

Section 3: SW $\frac{1}{4}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Lots 1 and 2.

Section 4: SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: NW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$

Section 10: NW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ E $\frac{1}{4}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$

Section 11: NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{4}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 12: NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 14: NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ and NE $\frac{1}{4}$ SW $\frac{1}{4}$

Section 15: NE $\frac{1}{4}$ NE $\frac{1}{4}$

Tax Account No.

3911 V0000 00900
3911 V3500 01300
3911 V0000 03300
3911 V0000 00800
3911 V0000 03500
3911 V0000 03400
3911 V0000 03700

3911 V0000 01400
3911 V0000 01100
3911 V0000 04100
3911 V0000 04700
3911 V0000 05000
3911 V0000 01800
3911 V0000 03100

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Fairclo the 1st day of November A.D., 19 95 at 11:46 o'clock A M., and duly recorded in Vol. M95 of Deeds on Page 29911

FEE \$45.00

By Bernetha G. Letsch, County Clerk
Annette Mueller