

30606

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1 THIS AGREEMENT, Made and entered into this 7th day of March, 1969, between
2 Klamath Irrigation District, First Party, Arthur M. Cherry and Martha Ray Cherry,
3 husband and wife, Second Parties, and M. William Moore and Celesta Willene
4 Moore, husband and wife, Third Parties,

W I T N E S S E T H:

5
6 Under date of June 24, 1968, First Party and Second Parties entered into
7 agreement that First Party would install pump and motor with capacity of 900
8 gallons per minute on the East side of the "D" Canal, just below the North line
9 of NE 1/4 of Section 6, Twp. 41 S. R. 11 E. W. M., Klamath County, Oregon, in order
10 that second parties might flood irrigate the 13.3 acre portion thereof lying
11 Northeasterly of the said "D" Canal, and that First Party should keep the said
12 pump and motor in repair and pay the power costs, in consideration of which
13 Second Parties forever waived and relinquished the right to gravity irrigation
14 of said parcel of land. Said agreement was recorded July 8, 1969 in Vol. M-68
15 of Deeds at page 6143, Klamath County Records. Prior to installation of the
16 above facilities second parties conveyed the above described land to third
17 parties.

18 Third parties wish to irrigate said 13.3 acre parcel by sprinkler system
19 instead of by flood system and wish said agreement dated June 24, 1968 termin-
20 ated, and that instead of first party installing pump and motor and operating
21 the same and keeping it in repair and paying the power costs, that first party
22 pay third parties \$600.00 in cash and that first party pay third parties \$60.00
23 per year to apply on the power costs, in consideration of which third parties
24 will install their own facilities and operate the same and forever waive all
25 rights to gravity irrigation of said parcel of land. Now, therefore, the
26 parties covenant and agree as follows:

27 (1) First party shall pay third parties \$600.00 on execution hereof, and
28 shall annually pay third parties \$60.00 to apply on power costs for operation
29 of third parties' system.

30 (2) Second and third parties forever waive and relinquish the right to
31 gravity irrigation on said parcel, and will, in lieu thereof, install their
32 own sprinkler system and accept irrigation water in said "D" Canal at the

1 location of the pump to be installed by third parties, and will operate and main-
 2 tain said sprinkler system.

3 (3) This agreement shall bind and inure to the benefit of the parties and
 4 their heirs, executors, successors and assigns.

5 (4) Said agreement dated June 24, 1968, shall be, and the same hereby is
 6 terminated.

7 IN WITNESS WHEREOF, The parties have hereunto set the hands the day and year
 8 first herein set forth.

9 KLAMATH IRRIGATION DISTRICT

10 BY John A. Marshall President

11 Attest: John L. Stewart, Jr. Secretary

12
 13
 14 Marche Ray Cherry
 15 W. William Moore
 16 Celesta Hillem Moore

17
 18 STATE OF OREGON)

19 County of Klamath) SS

20 On this 7th day of March 1969, before me appeared John A. Marshall and John L.
 21 Stewart, Jr., both to me personally known, who being duly sworn, did say that he,
 22 the said John A. Marshall, is the President, and he, the said John L. Stewart, Jr.,
 23 is the Secretary of Klamath Irrigation District, the within named Corporation,
 24 and that the seal affixed to said instrument is the corporate seal of said cor-
 25 poration, and that the said instrument was signed and sealed in behalf of said
 26 corporation by authority of its Board of Directors, and John A. Marshall and John
 27 L. Stewart, Jr., acknowledged said instrument to be the free act and deed of said
 28 corporation.

29 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
 30 the day and year last above written.

31 [Signature]
 32 Notary Public for Oregon

My Commission expires 12/28/69

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1 STATE OF OREGON
2 County of Klamath

3) SS March 7, 1969

4 Personally appeared the above named Arthur M. Cherry and Martha Ray Cherry,
5 husband and wife, and acknowledged the foregoing instrument to be their
6 voluntary act and deed. Before me:

7 *John L. Stewart Jr.*
8 Notary Public for Oregon

9 My Commission expires: 4/11/69

10 STATE OF OREGON
11 County of Klamath

12) SS March 7, 1969

13 Personally appeared the above named M. William Moore and Celesta Willene
14 Moore, husband and wife, and acknowledged the foregoing instrument to be their
15 voluntary act and deed. Before me:

16 *John L. Stewart Jr.*
17 Notary Public for Oregon

18 My Commission expires: 4/11/69

19 STATE OF OREGON,
20 County of Klamath

21 Filed for record at request of

22 *Klamath Christian Nat*
23 on this *2nd* day of *April*, A.D. 19 *69*

24 at *1:50* o'clock *P.* M. and du

25 recorded in Vol. *769* of *Quads*

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27 Wm D. MILNE, County Clerk

28 *Charles E. Waggoner*
29 Deputy

30 Fee *4.50*

31 Page 3 - Agreement

32 GANDNO, GANDNO
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.