

56953

Vol. 117 Page 12584

NOTICE OF RESCISION

For valuable consideration of the mutual promises, the parties hereto agree to the following rescision of previous agreement.

That an agreement was entered on June 25, 1971 between VIOLA M. GOULDIN, referred to as First Party, and FRANK WILSON and PATRICIA JEAN WILSON, husband and wife, referred to as Second Party, regarding Second Party's rights to use water from First Party's water line.

That for the sake of description and definition, said agreement dated June 25, 1971 is made a part hereof, marked as Exhibit "A", and incorporated herein by reference as being the agreement that the parties hereby stipulate and agree is totally rescinded, held for naught, and should be treated as if never having been executed.

That it is to be understood that FRANK WILSON and PATRICIA JEAN WILSON, husband and wife, do not by the execution of this rescision agreement mean to convey, sell, or alter any other rights of water that they may have by way of record or otherwise but their intention is simply to rescind the agreement marked Exhibit "A".

DATED this 24 day of November, 1971.

Viola Gouldin
FIRST PARTY

Frank Wilson
Patricia Jean Wilson
SECOND PARTY

STATE
COUNTY

On this

AXM
P-RSC

1971

JAMES B. AUSTIN
NOTARY
STATE OF TEXAS

DEC 1 2 11 PM 1971

When
GULF
P. O. B.
Bokers

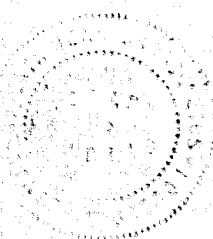
12585

STATE OF OREGON)
County of Klamath) ss.

November 19, 1971 , A.D., 1971

Personally appeared the above named FRANK WILSON
and PATRICIA JEAN WILSON, and acknowledged to me that they
executed the foregoing Notice of Recision as their voluntary
act and deed, for the purposes therein set forth.

Before me:



Robert James Garboulitos
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2-13-73

STATE
COUNT

On this
AXM
persc

1971

FORM No. 713



DEC 1 2 14 PM 1971

When
GULF
P. O. B
Bakers

Upon
inst
gras

AGREEMENT, June 25, 1971, between Lola L. Gouldin, First Party,
and Frank Wilson and Patricia Jean Wilson, husband and wife, Second Party.

12586

WITNESSES:

First Party owns real property in Klamath County, Oregon, described as follows:

Beginning at an iron pin on the northeasterly right of way line of secondary highway No. 421, said point being S. 89°52' E. a distance of 63.98 feet and so, 44°21' W. a distance of 80.8 feet from the southeast corner of Lot 37 of Lakewood Heights, in Klamath County, Oregon, said point being N. 44°21' W. a distance of 5.8 feet from the beginning point described in Vol. 256, page 656, in Klamath County Deed Records; thence on the arc of a 4°52'40" curve to the left a distance of 131 feet to an iron pin (the long chord of this curve bears N. 47°30' W. a distance of 211.1 feet) thence N. 38°40' E. to the westerly shore line of Upper Klamath Lake; thence following said shore line in a southeasterly direction to a point that bears N. 38°40' E. from the point of beginning; thence N. 38°40' E. to the point of beginning;

and
Second parties own adjoining real property in Klamath County, Oregon, described as follows:

Beginning at an iron pin which lies on the section line common to Sections 23 and 24, Township 36 South, Range 8 East, Willamette Meridian, which iron pin also lies on the northeasterly right of way line of Secondary Highway No. 421, 90 feet at right angles from the centerline thereof; thence North 44°21' West, along the northeasterly right of way line of said State highway, 60.8 feet to a point; thence North 38°30' East to a point on the West bank of Upper Klamath Lake; thence southerly along the West bank of Upper Klamath Lake to a point which is North 38°40' East from the point of beginning; thence South 38°40' West to the point of beginning, said tract lying in Lots 4 and 5 of section 23, Twp. 36 South, Range 8 East.

First Party has installed water well with pump and fixtures to provide water for domestic use at the home on her land.

second parties wish to connect their home water system with first Party's pipeline and to use water for household purposes from first Party's water system pipeline and to use water for household purposes from first Party's water system.

NOW, THEREFORE, first Party grants second Parties the license to connect their house water system with the first Party's water line and to use the water for household purposes. Second Parties shall use no water for irrigation or sprinkler purposes.

Upon termination, as hereinafter provided, second Parties may remove the pipe installed for the connection and, if so desired, restore the ground surface and grass, and in any event they shall end the connection with first Parties line.

EXHIBIT "A"

STATE
COUNTY

On this
day of
1971

FORM No. 713

1971

KN
E. TH

for the
CL
Ent
herein
tenem
of

DEC 1 2 11 PM 1971

X

AGREEMENT, June 25, 1971, BETWEEN Viola L. Gouldin, First Party,
and Frank Wilson and Patricia Jean Wilson, husband and wife, Second Party.

12586

WITNESSETH:

First Party owns real property in Klamath County, Oregon, described as follows:

Beginning at an iron pin on the northeasterly right of way line of secondary highway No. 421, said point being S. 89°57' E. a distance of 83.98 feet and N. 44°21' W. a distance of 80.6 feet from the southeast corner of Lot 37 of Lakewood Heights, in Klamath County, Oregon, said point being N. 44°21' W. a distance of 5.8 feet from the beginning point described in Vol. 256, page 656, in Klamath County Deed Records; thence on the arc of a 4°52'40" curve to the left a distance of 131 feet to an iron pin (the long chord of this curve bears N. 89°30' W. a distance of 211.1 feet) thence N. 38°40' E. to the westerly shore line of Upper Klamath Lake; thence following said shore line in a southeasterly direction to a point that bears N. 38°40' E. from the point of beginning; thence N. 38°40' E. to the point of beginning;

and
Second parties own adjoining real property in Klamath County, Oregon, described as follows:

Beginning at an iron pin which lies on the Section line common to Sections 23 and 24, Township 36 South, Range 3 East, Willamette Meridian, which iron pin also lies on the northeasterly right of way line of Secondary Highway No. 421, 30 feet at right angles from the centerline thereof; thence North 44°21' West, along the northeasterly right of way line of said State Highway, 80.6 feet to a point; thence North 38°30' East to a point on the West bank of Upper Klamath Lake; thence southerly along the West bank of Upper Klamath Lake to a point which is North 38°40' East from the point of beginning; thence South 38°40' West to the point of beginning, said tract lying in Lots 4 and 5 of section 23, Twp. 36 South, Range 3 East...

First Party has installed water well with pump and fixtures to provide water for domestic use at the home on her land.
second parties wish to connect their home water system with first Party's pipeline and to use water for household purposes from First Party's water system pipeline and to use water for household purposes from First Party's water system.

NOW, THEREFORE, First Party grants Second Parties the license to connect their house water system with the First Party's water line and to use the water for household purposes. Second Parties shall use no water for irrigation or sprinkler purposes.

Upon termination, as hereinafter provided, second parties may remove the pipe installed for the connection and in that event, restore the ground surface and grass, and in any event they shall cap the connection with First Parties line.

EXHIBIT "A"

STATE
COUNTY

On this

1971

FORM No. 723

1967

E. TH

for the

CL

Ent

herein

tenancy

of

DEC 1 2 11 PM 1971

Page 2

Agreement: Gouldin/Wilson

12587

Second Parties shall pay First Party \$5.00 per month for said privilege, making the first payment July 1, 1971 and a further payment on the same day of each month thereafter..

This agreement and license may be terminated by First Party, her heirs, representatives or assigns, at any time on giving Second Parties sixty days' notice by registered mail, or in person. On any termination Second parties shall execute recordable instrument quitclaiming their rights hereunder to First Party.

Second Parties may terminate this agreement at any time by giving First Party similar notice, except that the termination shall be effective on giving such notice.

IN WITNESS WHEREOF: The Party of the First Part hereto has hereunto set her hand and seal this day and year June 25, 1971

Viola M. Gouldin
First Party

STATE OF OREGON
County of Clatsop

EX June 25, 1971

Personally appeared the above named Viola M. Gouldin and acknowledged the foregoing instrument to be her voluntary act and deed. Before:

Alvin C. Casey
Notary Public for Oregon

My Commission expires: 5/25/74

STATE
COUNTY

On this
Acme
person
th
a
t

1971

FORM No. 723

KM
E. THA

for the c
CLY
Ent
hereinaf
tenement
of K

DEC 1 2 11 PM 1971

Pa
Kla
dal
of
Su
ri
of

Page 3

Agreement: Gouldin/Wilson

19500

IN WITNESS WHEREOF: The Parties of the Second Part hereto have
hereunto set their hands and seals this day and year.

Frank Wilson 7-27-71
Second Party Received 7-21-71 from
Gerald Brown at First Fed.

Second Party

STATE OF OREGON)
County of Klamath)SS

Personally appeared the above named Frank Wilson and Patricia Jean
Wilson, husband and wife, and acknowledged the foregoing instrument
to be their voluntary act and deed, before:

R. WYMOND ROY
"NOTARY PUBLIC - OREGON"
"My Commission Expires _____"

Notary Public for Oregon

My Commission expires:

STATE OF OREGON,
County of Klamath
Filed for record at request of

Klamath County Title Co.

on this 1st day of December, A.D. 1971
at 11:38 o'clock AM, and do
recorded in Vol. M71 of Water Rights
Page 12584

Wm D. MILNE, County Clerk
By [Signature]

Fee \$7.50

Return
James E. Stivers & Co
519 Main
Klamath Falls, Oregon
97601

28

STATE
COUNTY

On this
Arm
pers
th
a
t

FORM No. 723

E. THA

for the co
CLY
Ent
hereinaft
tenement
of K

DEC 1 2 14 PM 1971

Pat
Kl
dat
of
Su
ri
of

X7