

JUN 13 2 14 PM 1972

1 THIS AGREEMENT made this 4th day of May, 1971 between MEEKER FARMS, INC.,
2 an Oregon corporation, herein called Meeker, First Party, and KLAMATH IRRIGA-
3 TION DISTRICT, herein called the District, Second Party,

WITNESSETH:

4
5 THAT WHEREAS, Meeker is the owner of the property in Klamath County,
6 Oregon, described as follows:

7 The NW¹/₄ and W¹/₂NE¹/₄ of Section 9, Twp. 40 S. R. 9
8 E. W. M., Klamath County, Oregon,

9 and

10 WHEREAS, the C-4-h-2 Lateral, which is owned by the United States of
11 America, herein called the United States, and which is maintained and operated
12 by the District as part of the Klamath Project irrigation and drainage system,
13 pursuant to agreement between the District and the United States, runs over
14 and across said premises;

15 and

16 WHEREAS, Meeker wishes to relocate 1,000 feet, more or less, of said
17 Lateral which now follows the contour of the land so that it will run generally
18 in a straight line Easterly and Westerly across its said premises because it
19 is of the opinion that such relocation will improve the irrigation and enhance
20 the value of its said lands; and

21 WHEREAS, the District is willing to consent to such relocation if Meeker
22 will complete the same at its own expense and if it and its successors, grantees
23 and assigns will indemnify and hold the District and the United States and
24 their respective successors and assigns harmless from any and all suits, actions
25 and proceedings and claims, liability, injury or damages, including, without
26 limitation, seepage or leakage, arising, resulting or occurring from such re-
27 location whether from said relocated lateral or elsewhere in said irrigation
28 and drainage system,

29 NOW THEREFORE, In consideration of the premises, First Party, and its
30 successors, grantees and assigns, covenant and agree with Second Party and its
31 successors and assigns as follows:

32

Refer to
DANONG, DANONG
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.
538 MAIN

1.

1 It is expressly understood and agreed that said Lateral is owned by the
2 United States and that it is necessary that the United States consent to such
3 relocation and agree to convey the existing Lateral right of way to First
4 Party after the new Lateral has been constructed by First Party. Meeker agrees
5 to convey the fee simple title to the relocated Lateral to the United States
6 free and clear of all encumbrances. The District agrees that it will recommend
7 such relocation to the United States but assumes no responsibility for securing
8 the approval of the United States or for obtaining the deed for the existing
9 Lateral from the United States.
10

2.

11 Said Lateral serves other water users and Meeker shall not suffer or permit
12 anything to be done which would interfere with or interrupt the delivery of
13 water through the present Lateral until the relocated Lateral has been completed
14 and is in use.
15

3.

16 Meeker shall construct said relocated Lateral to meet all specifications,
17 conditions and requirements of the District and the United States at Meeker's
18 sole expense but neither the District nor the United States assumes any respon-
19 sibility or liability for the efficacy of said relocated Lateral and Meeker,
20 its successors, grantees and assigns, hereby waive and renounce any and all
21 claims for injuries or damages to its said property including, without limitation,
22 any resulting seepage and leakage from said C-4-h-2 Lateral and covenants and
23 agree to indemnify and hold the District and the United States and their respec-
24 tive successors and assigns harmless from any and all suits, actions and pro-
25 ceedings and claims, liability, injury or damages, including, without limitation,
26 seepage or leakage, arising, resulting or occurring from such relocation, whether
27 from said relocated lateral or elsewhere in said irrigation and drainage system.
28

4.

29 First Party covenants and agrees that it will complete its said performance
30 prior to December 31, 1971.
31

32 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed

1 the day and year first herein written.

2 (CORPORATE SEAL)

MEEKER FARMS, INC.

By Richard Meeker
Its President

By Dorothy Orr
Its Secretary

KLAMATH IRRIGATION DISTRICT

By John A. Marshall
Its President

By John L. Stewart Jr.
Its Secretary

10 STATE OF OREGON)

11 County of Klamath)

SS

November 15, 1971

12 Personally appeared Richard Meeker and Dorothy Orr who, being duly sworn,
13 each for himself and not one for the other, did say that the former is the
14 President and the latter is the Secretary of Meeker Farms, Inc., a corporation,
15 and that the seal affixed to the foregoing instrument is the corporate seal of
16 said corporation and that said instrument was signed and sealed in behalf of said
17 corporation by authority of its board of directors; and each of them acknowledged
18 said instrument to be its voluntary act and deed.

16 Before me:

17 (SEAL)

William Long
Notary Public for Oregon

18 My commission expires: October 3, 1972

19 STATE OF OREGON)

20 County of Klamath)

SS

21 On this 4th day of May, 1971, before me appeared John A. Marshall and
22 John L. Stewart, Jr., both to me personally known, who being duly sworn, did
23 say that he, the said John A. Marshall, is the President, and he, the said John
24 L. Stewart, Jr., is the Secretary of Klamath Irrigation District, and that the
25 Seal affixed to this instrument is the seal of said District and that the said
26 instrument was signed and sealed in behalf of said District by authority of its
27 Board of Directors and John A. Marshall and John L. Stewart, Jr., acknowledged
28 said instrument to be the free act and deed of said District.
29 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
30 seal the day and year last above written.

31 Commission expires: October 3, 1972

William Long
Notary Public for Oregon

32 STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of GANONG, GORDON & SISEMORE

this 13th day of JUNE A. D. 1972 at 2:14 o'clock P. M., and

duly recorded in Vol. M 72, of DEEDS on Page 6322

Wm D. MILME, County Clerk

Agreement - Page 3.

FEE \$6.00

By Hazel Drangel

GANONG, GORDON
& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.