

WATER RIGHT AGREEMENT

1
2 THIS AGREEMENT, made and entered into this 30th day of
3 July, 1974, by and between ROY HOUCK, hereinafter referred to as
4 GRANTOR, and E.W. McCULLOCH and DONNA McCULLOCH, husband and wife,
5 hereinafter referred to as GRANTEES,

WITNESSETH:

6
7 WHEREAS, GRANTEES are purchasing from GRANTOR the real pro-
8 perty located in Klamath County, Oregon, and more particularly
9 described on Exhibit "1" which is attached hereto and by this
10 reference made a part hereof and which real property in part
11 consists of pasture which is irrigated from two ditches, both of
12 which are supplied with water from that certain Klamath Irrigation
13 District ditch and lateral enumerated C-4-n-1 and located in
14 Section 31, Township 39 South, Range 9 E.W.M., Klamath County,
15 Oregon, and

16 WHEREAS, GRANTOR is desirous of granting unto GRANTEES a
17 perpetual right to take water from said lateral over and through
18 the present ditches supplying water to GRANTEES' property,

19 NOW, THEREFORE, for and in consideration of the purchase
20 price of said real property being so acquired by GRANTEES from
21 GRANTORS and other consideration, it is mutually agreed as
22 follows:

23 1. GRANTOR does by these presents grant unto GRANTEES a
24 perpetual right to use and transport water over and across
25 GRANTOR'S remaining real property, namely, the N 1/2 of the
26 NW 1/4 of Section 31, Township 39 South, Range 9 E.W.M., Klamath
27 County, Oregon, by use of that certain presently existing irriga-
28 tion ditch located thereon and which ditch runs in a generally
29 easterly-westerly direction parallel to Del Fatti Lane, Klamath
30 County Road, and located approximately twenty (20) feet South
31 from the improved section of said road, said ditch starting from
32 the said lateral and continuing as above described to that cer-

tain real property described on Exhibit "2" which is attached hereto and by this reference made a part hereof and which was recently sold by GRANTOR to Donald and Diane Stevenson, husband and wife.

2. GRANTOR does by these presents grant unto GRANTEEES a like and further perpetual right to use and transport water over and across GRANTOR'S remaining and contiguous real property, namely, the S 1/2 NW 1/4 of Section 31, Township 39 South, Range 9 E.W.M., Klamath County, Oregon, by use of that certain presently existing irrigation ditch located thereon and which ditch runs from said lateral easterly parallel with the south line of the lastly above described real property and thence Northerly to a point approximately 210 feet south of said Stevenson tract and thence Easterly to the East line of the NW 1/4 of said section, including the right to irrigate over and across a portion of GRANTOR'S said real property from said ditch to the property of GRANTEEES, said property being that property lying northerly of said ditch and being approximately 210 feet in length.

It being the intention of the parties hereto to grant unto GRANTEEES the continuing right to use water from said lateral by the use of said ditches as has been done during the time GRANTEEES have been in possession of said property they are purchasing from GRANTOR for the purpose of irrigating GRANTEEES' property.

3. GRANTEEES shall at all times during their use of said ditches use and transport water through same in a reasonable and prudent manner and indemnify and pay promptly for any damage done to the property of GRANTOR resulting from their negligent or intentional misuse of said ditches.

4. GRANTEEES shall have the right to go upon the property of GRANTOR for the purpose only of setting dams and related irrigating purposes.

5. This agreement shall bind and inure to the benefit of

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1 the parties hereto, their heirs, successors, assigns and personal
2 representatives.

3 6. The foregoing easement and agreement shall only become
4 effective in the event GRANTEES shall have paid said unpaid bal-
5 ance of the agreement of the parties of even date within the time
6 provided for therein.

7 IN WITNESS WHEREOF the parties hereto have hereunto set
8 their hands the day and year first hereinabove written.

9 GRANTOR: Roy Houck
Roy Houck

10 GRANTEES: E.W. McCulloch
E.W. McCulloch

11 Donna McCulloch
Donna McCulloch

14 STATE OF OREGON)
15) ss. July 30, 1974
COUNTY OF Klamath)

16 Personally appeared the within named ROY HOUCK and acknow-
17 ledged the foregoing instrument to be his voluntary act and deed.

18 BEFORE ME:

19 L. E. [Signature]
Notary Public for Oregon
My Commission expires: Jan 22, 1979

20 STATE OF OREGON)
21) ss. AUGUST 12, 1974
COUNTY OF Klamath)

22 Personally appeared the within named E.W. McCULLOCH and
23 DONNA McCULLOCH, husband and wife, and acknowledged the fore-
going instrument to be their voluntary act and deed.

24 BEFORE ME:

25 Donna McCulloch
Notary Public for Oregon
My Commission expires: 9-26-77

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The following described real property in Klamath County, Oregon:

A parcel of land situate in the NE 1/4 NW 1/4 of Section 31, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the center-line of an existing County Road from which the Northwest corner of Section 31, Township 39 South, Range 9 East of the Willamette Meridian bears South $89^{\circ} 42' 30''$ West a distance of 2086.4 feet distant; thence South $0^{\circ} 17' 30''$ East 30.0 feet to a point in the Southerly right of way line of said County Road, being the true point of beginning of this description; thence North $89^{\circ} 42' 30''$ East along said Southerly right of way line 500.0 feet to a point; thence South $0^{\circ} 17' 30''$ East 871.2 feet to a point; thence South $89^{\circ} 42' 30''$ West 500.0 feet to a point; thence North $0^{\circ} 17' 30''$ West 871.2 feet to the true point of beginning.

EXHIBIT "1"

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The following described real property in Klamath County, Oregon:

A parcel of land situated in the NE 1/4 of the NW 1/4 of Section 31, Township 39 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the center line of an existing County Road from which the section corner common to Sections 25, 30, 31 & 36, Township 39 South, Range 9 East of the Willamette Meridian bears South 89° 42' 30" West a distance of 2086.4 feet; thence South 0° 17' 30" East a distance of 30.0 feet to a point on the Southerly right of way line of said County Road being the true point of beginning of this description; thence South 0° 17' 30" East a distance of 37.2 feet; thence South 89° 42' 30" West a distance of 250.0 feet; then North 0° 17' 30" West a distance of 871.2 feet; thence North 89° 42' 30" East a distance of 250.0 feet to the true point of beginning.

STEVENS R/E DESS.

EXHIBIT "1"

ADDENDUM TO WATER RIGHT AGREEMENT

1
2 Dated this 30th day of July, 1974, between ROY HOUCK,
3 GRANTOR, and E.W. McCULLOCH and DONNA McCULLOCH, husband and wife,
4 GRANTEES,

5 WITNESSETH:

6 GRANTORS and GRANTEES hereby modify that certain agreement
7 to which this Addendum is attached in the following particulars
8 only:

9 1. That paragraph (2) on Page (2) of said agreement is
10 hereby deleted.

11 2. That, in place of said Paragraph (2), Page (2), the
12 parties agree as follows: GRANTOR does by these presents grant
13 unto GRANTEES a like and further perpetual right to use and trans-
14 port water over and across GRANTOR'S remaining and contiguous real
15 property, namely, the S 1/2 NW 1/4 of Section 31, Township 39
16 South, Range 9 E.W.M., Klamath County, Oregon, by use of that
17 certain presently existing irrigation ditch located thereon and
18 which ditch runs from said lateral easterly and generally parallel
19 with the South line of the lastly above described real property
20 and thereafter Northerly to a point approximately 210 feet South
21 of said Stevenson tract and thence Easterly to a point opposite
22 the SW corner of GRANTEES' said real property approximately 210
23 feet at which point GRANTOR shall forthwith upon the execution
24 hereof cause a suitable irrigation ditch to be constructed so
25 as to furnish an ample amount of water to the said property of
26 GRANTEES which extension of the present ditch to GRANTEES pro-
27 perty shall constitute a like easement as hereinabove recited in
28 favor of GRANTEES.

29 GRANTOR shall at his expense install a head gate at said
30 point where said extension of ditch reaches GRANTEES said real
31 property.

32 3. Except as expressly modified by this Addendum, the

PRENTISS K. FUCKETT, P.C.
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
B. LOAN BUILDING
KLAMATH FALLS, ORE.

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1 Agreement to which this Addendum is attached remains unmodified.

2 IN WITNESS WHEREOF, the parties have hereunto set their
3 hands and seals the day and year first hereinabove written.

4 GRANTOR: Roy Houck
5 Roy Houck

6 GRANTEES: E.W. McCulloch
7 E.W. McCulloch

8 Donna McCulloch
Donna McCulloch

9 STATE OF OREGON)
10) ss. July _____, 1974
County of Klamath)

11 Personally appeared the within named ROY HOUCK and acknow-
12 ledged the foregoing instrument to be his voluntary act and deed.

13 BEFORE ME:

14 J. E. Hoover
Notary Public for Oregon
My Commission expires: Jan. 31, 1977

16 STATE OF OREGON)
17) ss. AUGUST 14
County of Klamath) July _____, 1974

18 Personally appeared the within named E.W. McCULLOCH and
19 DONNA McCULLOCH, husband and wife, and acknowledged the fore-
going instrument to be their voluntary act and deed.

20 BEFORE ME:

21 Carl H. Owen
Notary Public for Oregon
My Commission expires: 9-26-77

24
25 STATE OF OREGON,)
County of Klamath) ss.

26 Filed for record at request of:
27 Donna McCulloch

28 on this 12th day of August A. D., 1974
at 3:37 o'clock P. M. and duly
29 recorded in Vol. M-74 of Deeds
Page 9825

30 WM. D. MILNE, County Clerk

31 By Stephen K. Hartman
For \$14.00 Deputy.

32
PRENTISS K. PUCKETT, P.C.
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING
KLAMATH FALLS, ORE.

Page (2) Addendum to Water Right Agreement