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Vol. 711/ Page 9825

WATER RIGHT AGREEMENT

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

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

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

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

1. GRANTOR does by these presents grant unto GRANTEES a perpetual right to use and transport water over and across GRANTOR'S remaining real property, namely, the N 1/2 of the 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 in a generally easterly-westerly direction parallel to Del Fatti Lane, Klamath County Road, and located approximately twenty (20) feet South from the improved section of said road, said ditch starting from the said lateral and continuing as above described to that cer-

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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 GRANTEES 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 GRANTOR'S 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 GRANTEES the continuing right to use water from said lateral by the use of said ditches as has been done during the time GRANTEES have been in possession of said property they are purchasing from GRANTOR for the purpose of irrigating GRANTEES' property.

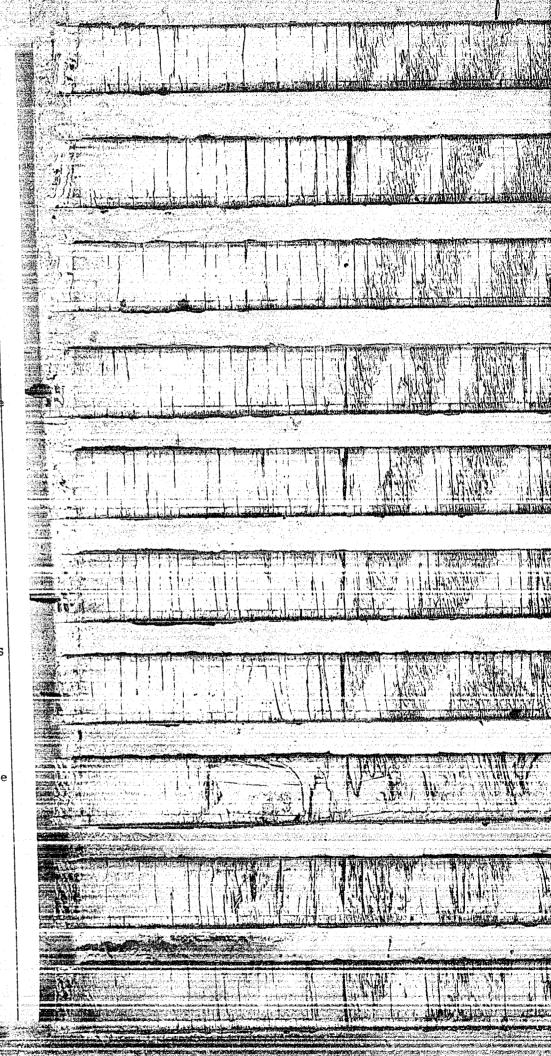
- 3. GRANTEES shall at all times during their use of said ditches use and transport water through same in a reasonableand prudent manner and indemnify and pay promptly for any damage done to the property of GRANTOR resulting from their negligent or intentional misuse of said ditches.
- 4. GRANTEES shall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

Page (2) Water Right Agreement Houck - McCulloch

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PREFITION W. PUCKEYF, P.G.
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the parties hereto, their heirs, successors, assigns and personal representatives.

6. The foregoing easement and agreement shall only become effective in the event GRANTEES shall have paid said unpaid balance of the agreement of the parties of even date within the time

provided for therein.

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

GRANTOR: ROY HOUCK

Donna McCulloch

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

Personally appeared the within named ROY HOUCK and acknowladged the foregoing instrument to be his voluntary act and deed.

DEFORE ME:

Notary Public for Oregin My Commission expires: Jon. 22, 127

STATE OF OREGON) ss. July ____, 1974
COUNTY OF Klamath)

Personally appeared the within named E.W. McCULLOCH and DONNA McCULLOCH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Notary Public for Oregon
My Commission expires: 426-77

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Page (3) Water Right Agreement Houck - McCulloch

PRENTISS R. PUCKETT, P.C.
ATTORNEY AT LAW
PLANT PEDERAL BAVINGS
LOAN SUITCHES
RLAMATH PALLS, ORE.

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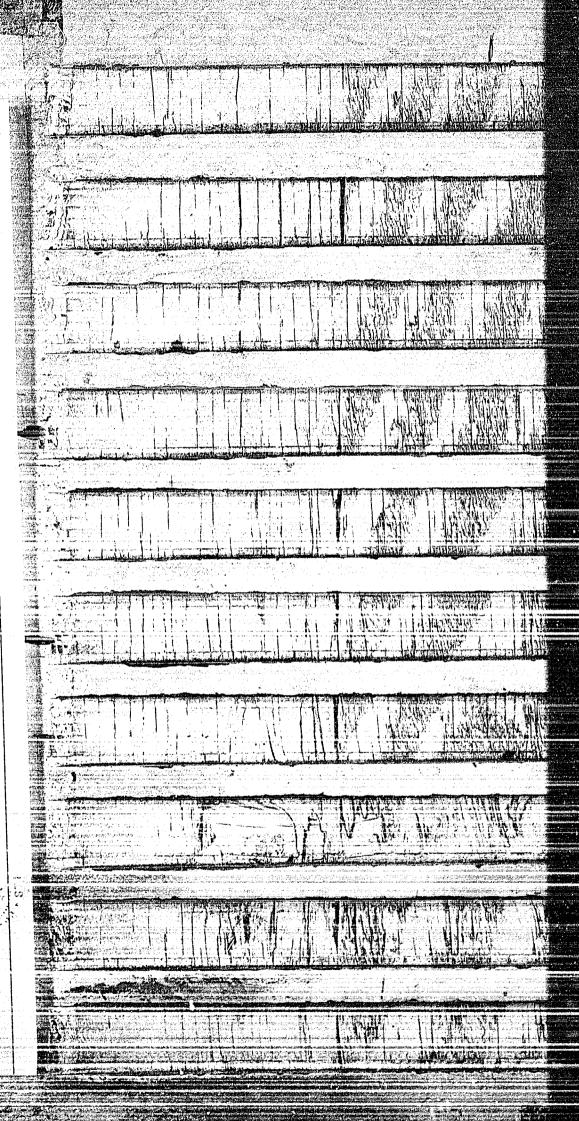
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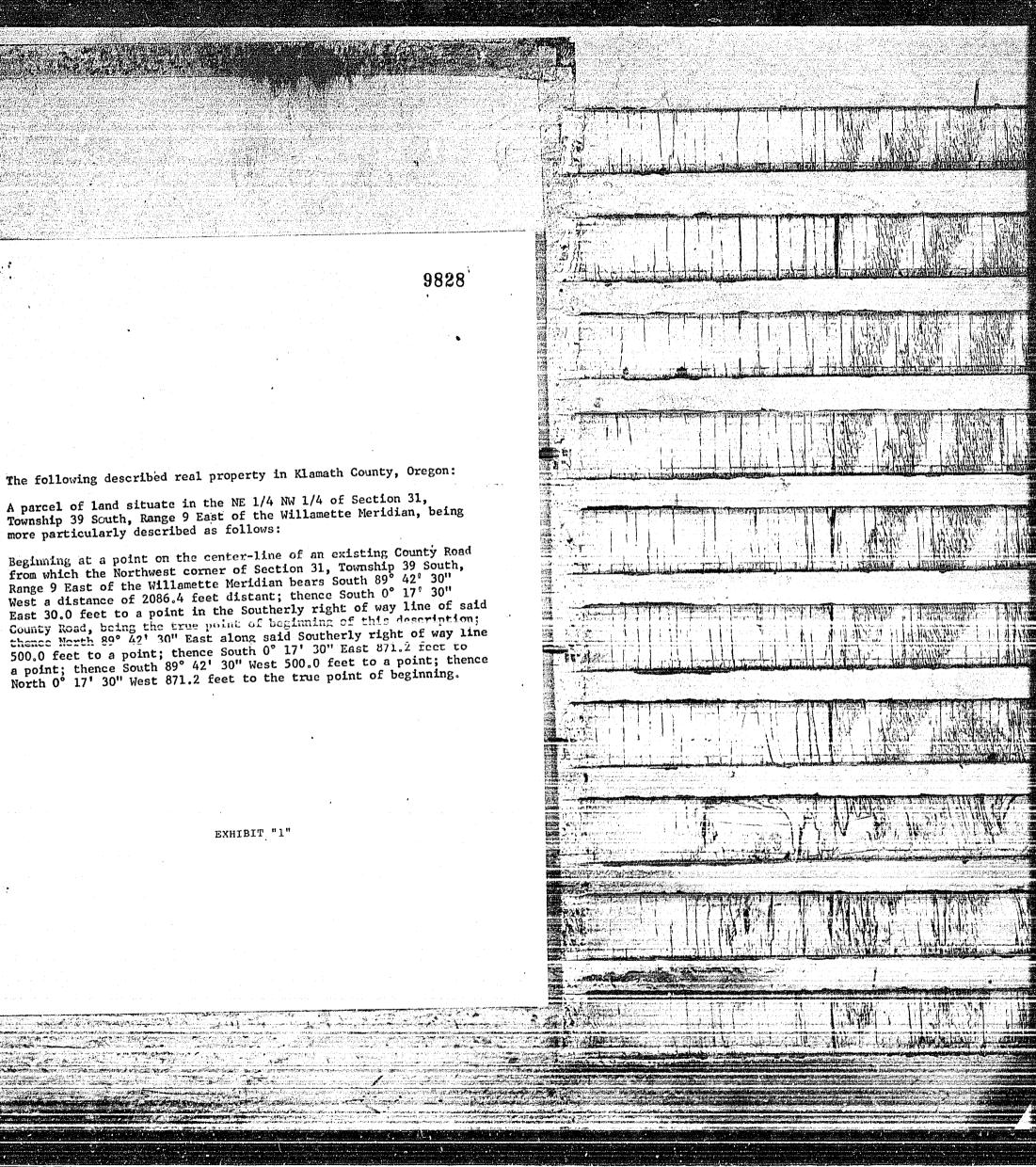


EXHIBIT "1"

9829 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 wore 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 23, 30, 31 & 36, Tron which the section corner common to Sections 23, 30, 31 & 30, Township 39 South, Range 9 East of the Willamette Meridian boors South 89° 42' 30" West a distance of 2085.4 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" Mast a distance of 87 %. 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° 41' 30" East a distance of 250.0 feet to the true point of beginning. STEVENSON RIE DESC. EXHIBIT "2"

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ADDENDUM TO WATER RIGHT AGREEMENT

Dated this 300 day of July, 1974, between ROY HOUCK,
GRANTOR, and E.W. McCULLOCH and DONNA McCULLOCH, husband and wife,
GRANTEES,

WITNESSETH:

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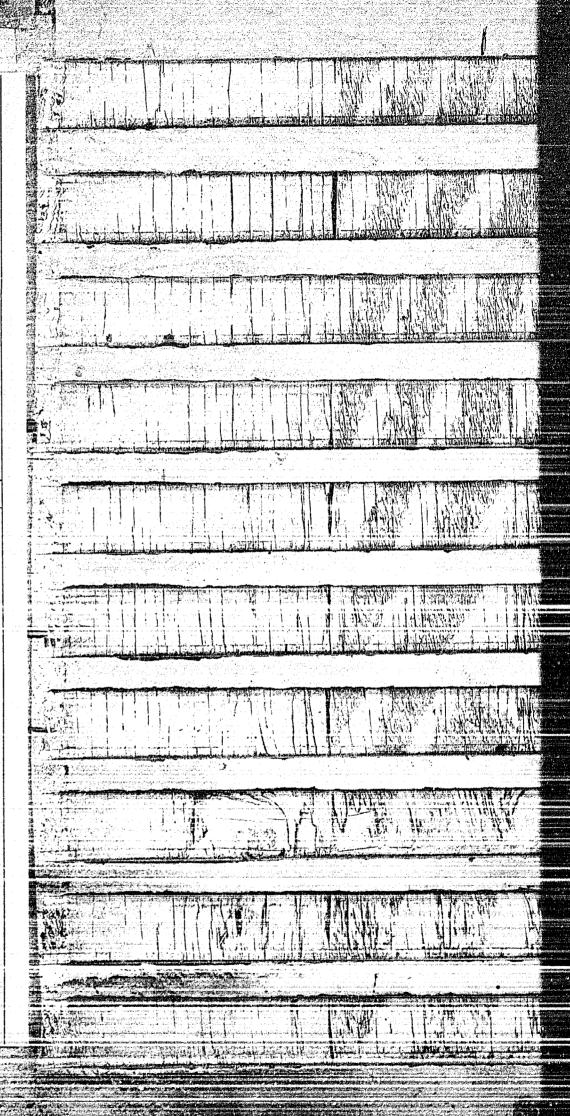
GRANTORS and GRANTEES hereby modify that certain agreement to which this Addendum is attached in the following particulars only:

- 1. That paragraph (2) on Page (2) of said agreement is hereby deleted.
- 2. That, in place of said Paragraph (2), Page (2), the parties agree as follows: GRANTOR does by these presents grant unto GRANTEES 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 latoral easterly and generally paralle with the South line of the lastly above described real property. and thereafter Northerly to a point approximately 210 feet South of said Stevenson tract and thence Easterly to a point opposite the SW corner of GRANTEES' said real property approximately 210 feet at which point GRANTOR shall forthwith upon the execution hereof cause a suitable irrigation ditch to be constructed so as to furnish an ample amount of water to the said property of GRANTEES which extension of the present ditch to GRANTEES property shall constitute a like easement as hereinabove recited in favor of GRANTEES.

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

- 3. Except as expressly modified by this Addendum, the
- Page (1) Addendum to Water Right Agreement

FRENTISS K. PUCKETT, P.C.
ATTORNEY AT LAW
FIRST PERSONAL GAVINGS
KLAMATH FALLS, DRE.



PRENTISE K. PUCKETT, P.C.
ATTORNEY AT LAN
FIRST FEDERAL CATHEST
E LOAN BUILDING
KLAMATH FALLS, DRE.

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Page (2) Addendum to Water Right Agreement

WM. D. MILNE. County Clerk

By Spries X. Dorotman