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ATC 6128-M
A G R E E M E N T

THIS AGREEMENT executed this 1 day of October, 1977, by and between Martin Eugene Darrah and Carole A. Darrah of Rt. 1 Box 636 L, Klamath Falls, Oregon, hereinafter referred to as first parties and Keith Eugene Darrah and Carmen A. Darrah of Rt. 1 Box 563 L A, Klamath Falls, Oregon, hereinafter referred to as second party.

WHEREAS, the first parties are the owners of the certain parcel of property located in Klamath County, Oregon, described as:

All that part of the SE $\frac{1}{4}$ of Section 33, Township 40 South, Range 10 East of the Willamette Meridian, lying South of the U.S.R.S. "C" Canal.

EXCEPTING THEREFROM

Beginning on the East line of Section 33, said Township and Range at the point in the SE $\frac{1}{4}$ of said section where said East line intersects the South line of the right of way of United States Irrigation Canal, running thence South on said East line 53 1/3 rods; thence West and parallel to South line of Section 33, 50 rods; thence North and parallel to the East line of said Section 33 to the South boundary line of said United States Irrigation Canal right of way; thence Easterly and following the South line of said canal right of way to the point of beginning.

ALSO EXCEPTING THEREFROM

Beginning at the intersection of the West boundary of the SE $\frac{1}{4}$ of said Section 33 and the South boundary of the U.S.R.S. "C" Canal; thence South along said West boundary 296.0 feet; thence South 88 degrees 26' East, along an existing fence line, 416.2 feet; thence leaving said fence, North 72 degrees 18' East 591 feet, more or less, to the South boundary of the U.S.R.S. "C" Canal; thence Northwesterly along said canal boundary to the point of beginning.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

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ALSO EXCEPTING

That part of the above described tract lying within county roads. Hereinafter referred to as Parcel A.

WHEREAS, they are entering into a transaction to sell to the second parties the following portion of that real property as follows:

That portion of the ~~SE~~ SE $\frac{1}{4}$ of Section 33, Township 40 S. Range 10 E W $\frac{1}{4}$, lying South of the U.S.R.S. "C" Canal.

EXCEPTING THEREFROM

Beginning at the intersection of the West boundary of the SE $\frac{1}{4}$ of said Section 33 and the South boundary of the U.S.R.S. "C" Canal; thence South along said West boundary 296.0 feet; thence South 88 degrees 26' East, along an existing fence line, 416.2 feet; thence leaving said fence, North 72 degrees 18' East 591 feet, more or less, to the South boundary of the U.S.R.S. "C" Canal; thence northwesterly along said canal boundary to the point of beginning. Hereinafter referred to as Parcel B.

WHEREAS, Parcel A is presently furnishing and providing drinking and homestead water to Parcel B, and the facilities for irrigating Parcel A are located upon Parcel B and whereas Parcel A consists of 70 acres more or less and Parcel B consists of 20 acres, more or less now, therefore,

In consideration of the mutual covenants contained herein it is hereby agreed:

1. First parties hereby grant to the second party a right to well water sufficient to serve their domestic and homestead purposes, to be furnished by the means of the pipeline carrying water to Parcel B which is presently installed. (This grant is made with the understanding that in the event a well is drilled upon the Parcel B which furnishes the water supply sufficient to supply the needs of B at any given moment, this

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grant shall terminate and the obligation of first parties or their heirs, successors, and assigns, shall then become a nullity.) It is further agreed between the parties that second parties, their heirs, successors, or assigns shall bear all expenses and maintenance of the pipeline furnishing water to Parcel B.

2. As agreed between the parties all costs of maintenance and electricity for the irrigation system installed on the property shall be borne between the parties or their successors, and interest in a ratio of 77.7% to Parcel A and 22.3% to Parcel B.

This Agreement shall adhere to and run with the land and shall bind the parties hereto, their heirs, successors, and assigns.

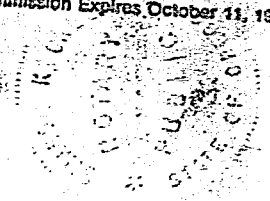
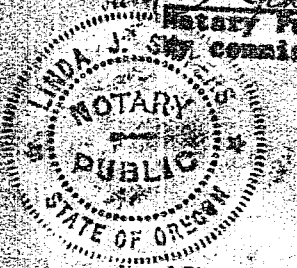
Martin E. Darrah Keith Eugene Darrah
MARTIN EUGENE DARRAH - First party KEITH EUGENE DARRAH - Second party
Carol A. Darrah Carmen A. Darrah
CAROL A. DARRAH - First Party CARMEN A. DARRAH - Second party

Subscribed and sworn to before me this 13th day of January, 1977.

Linda J. Miller
Notary Public for Oregon
My commission expires 10/19/80

Sharon K. Green
Notary Public for Oregon
My Commission Expires October 11, 1981

Return to Keith E. Darrah
Rt 1 Box 636 LA
JIAN 10078 Klamath Falls, Ore.



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 4th day of April A.D., 19 78 at 01:35 o'clock A. M., and duly recorded in Vol. M78 of Deeds on Page 6373.

FEE \$9.00

WILLIAM D. MILNE

WM. D. MILNE, County Clerk

Deputy

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of April A.D., 19 78 at 10:13 o'clock A. M., and duly recorded in Vol. M78 of Deeds on Page 7801.

FEE \$9.00

WM. D. MILNE, County Clerk

By Bernice J. Detsch Deputy