

MEMORANDUM OF CONTRACT FOR DEED

* * * * *

THIS INDENTURE, made and entered into this 14th day of July, 1978, by and between GEORGE MICKA and FLORENCE BEVERLY MICKA aka BEVERLY MICKA, husband and wife, (hereinafter called Sellers), and JAMES H. CAMPBELL and MARIETTA CAMPBELL, husband and wife, (hereinafter called Purchasers);

W I T N E S S E T H :

WHEREAS, the parties have executed a document entitled "LAND SALE CONTRACT", dated June 14, 1978, wherein Sellers have agreed to sell and Purchasers have agreed to buy all of the following described real and personal property situated in Klamath County, State of Oregon:

All that portion of the S $\frac{1}{2}$ of Section 5, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. Lying Southerly of and from the Southern boundary line of the Right-of-Way, on the lowland ditch of Shasta View Irrigation District, known as Canal A, being the first Canal North of the Adams, or "D" Canal of the Klamath Irrigation District.

ALSO: A portion of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 8, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying North of the U.S.R.S. canal in Section 8, being more particularly described as follows:

Beginning at the Northwest corner of said Section 8, which lies on the centerline of Harpold Road, according to the Survey #1521 as filed in the office of the County Surveyor; thence Easterly along the North line of said Section 8 to the Northeast corner of the NW $\frac{1}{4}$ of said Section 8, said point being a fence corner according to Survey #1521; thence South 00° 01' East along a fence 264 feet; thence Westerly parallel to said North line to the West line of said Section 8, said West line being the centerline of Harpold Road; thence North along said West line and the centerline of Harpold Road, 264 feet to the point of beginning.

Subject, however, to the following:

1. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968, in which the land was subject to the special land use assessment.
2. Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.
3. Lines and assessments of Klamath Project and Shasta View Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.
4. Any unpaid charges or assessments of Shasta View Irrigation District.
5. Rights of the public in any portion of the herein described premises lying with the limits of any road or highway.

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TOGETHER WITH the following personal property, to-wit:
(See attached Exhibit "A" and by this reference incorporated herein as if fully set forth herein.)

WHEREAS, said contract has provided for the sale of certain real and personal property therein described, and

WHEREAS, said contract provides, among other things, that upon payment of the sum of THREE HUNDRED EIGHTY-SEVEN THOUSAND ONE HUNDRED FIFTY-SIX and NO/100THS (\$387,156.00) Dollars allocated as follows, to-wit:

The purchase price of the property described in paragraph one above, which the Purchasers agree to pay shall be the sum of \$387,156.00. The sum of \$288,000.00 represents that part of the purchase price allocated to the real property, and the sum of \$39,156.00 represents that portion of the purchase price allocated to the sprinkler equipment, wheel lines, etc., set forth in the attached Exhibit "A", and the sum of \$60,000.00 represents that part of the purchase price allocated to the cellar. Sellers will convey to Purchasers the above described real property by Warranty Deed;

NOW, THEREFORE, the parties agree that the within Memorandum is executed for the purpose of memorializing of record the execution of the contract aforesaid.

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

George Micka
George Micka

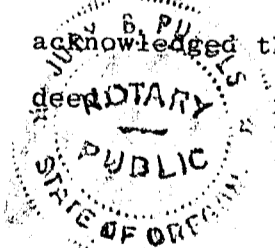
James H. Campbell
James H. Campbell

Florence Beverly Micka
Florence Beverly Micka
aka Beverly Micka

Marietta Campbell
Marietta Campbell

STATE OF OREGON)
) ss.
County of Klamath)

On the 14th day of July, 1978, personally appeared GEORGE MICKA and FLORENCE BEVERLY MICKA aka BEVERLY MICKA, husband and wife, and JAMES H. CAMPBELL and MARIETTA CAMPBELL, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and



Before me:

MEMORANDUM OF CONTRACT
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Return to M7C

Tax statements to:

Judy Stuber
Notary Public for Oregon
My Commission Expires: 8-23-81

James H. & Marietta Campbell
Star Route Box 107, Malin, Oregon 97632

EXHIBIT "A"

50 ft. of 10 inch line -- 12 pipes @ \$2.78 ft. = \$1,668.00
 10 ft. of 10 inch line -- 7 pipes @ \$2.95 ft. = \$ 206.50
 50 ft. of 6 inch line -- 11 pipes @ \$1.40 ft. = \$ 770.00
 10 ft. of 6 inch line -- 12 pipes @ \$1.40 ft. = \$ 168.00
 10 ft. of 6 inch line -- 8 pipes @ \$1.55 ft. = \$ 744.00
 50 ft. of 6 inch line -- 8 pipes @ \$1.55 ft. = \$ 770.00
 30 ft. of 6 inch line -- 6 pipes @ \$1.55 ft. = \$ 279.00
 20 ft. of 6 inch line -- 1 pipe @ \$1.55 ft. = \$ 31.00
 30 ft. of 6 inch line -- 14 pipes @ \$1.55 ft. = \$ 651.00
 30 ft. of 8 inch line -- 4 pipes @ \$2.40 ft. = \$ 288.00
 30 ft. of 10 inch line -- 28 pipes @ \$2.95 ft. = \$1,478.00
 50 ft. of 8 inch line -- 29 pipes @ \$2.25 ft. = \$3,262.50
 30 ft. of 8 inch line -- 12 pipes @ \$2.40 ft. = \$ 864.00
 30 ft. of 6 inch line -- 17 pipes @ \$1.55 ft. = \$ 790.50
 10 ft. of 6 inch line -- 9 pipes @ \$1.55 ft. = \$ 139.50
 50 ft. of 6 inch line -- 4 pipes @ \$1.40 ft. = \$ 280.00
 30 ft. of 5 inch line -- 43 pipes @ \$1.20 ft. = \$1,548.00

(1) 10 inch T @ \$75.00 = \$ 75.00
 (1) 8 to 6 inch reducer @ \$35.00 = \$ 35.00
 (1) 6 inch plug @ \$10.00 = \$ 10.00
 (1) 10 inch elbow @ \$75.00 = \$ 75.00
 (1) 10 to 6 inch reducer @ \$50.00 = \$ 50.00
 (1) 6 inch plug @ \$10.00 = \$ 10.00
 (1) 10 to 8 inch reducer @ \$35.00 = \$ 35.00
 (1) 8 to 6 inch reducer @ \$35.00 = \$ 35.00
 (1) 10 inch elbow @ \$75.00 = \$ 75.00
 (1) 10 to 8 inch reducer @ \$35.00 = \$ 35.00
 (1) 8 to 6 inch reducer @ \$40.00 = \$ 40.00
 (1) 6 inch plug @ \$10.00 = \$ 10.00
 (1) 6 inch T @ \$60.00 = \$ 60.00
 (1) 10 inch T @ \$75.00 = \$ 75.00

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(1) 12 to 10 inch reducer @ \$150.00	= \$ 150.00
(1) 5 inch plug @ \$8.00	= \$ 8.00
(5) new wheelines @ \$3,500.00 each	= \$17,500.00
(6) valves @ \$30.00 each	= \$ 180.00
(2) older wheel lines @ \$2,500.00 each	= \$ 5,000.00
(1) surge 6 inch plug @ \$30.00	= \$ 30.00
(1) equalizer pressure @ \$1,500.00	= \$ 1,500.00
TOTAL	\$39,156.00

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~in duplicate~~this 27th day of December A. D. 19 78 at 4:27 o'clock P.M., onfully recorded in Vol. W-78, of Deeds on Page 28760

Fee \$12.00

W. D. MILNE, County Cl.

By Jacqueline J. Mettler