

AGREEMENT

THIS AGREEMENT, Made and entered into this 1st day of November 1979, by and between LANGELL VALLEY IRRIGATION DISTRICT, herein called "District", and JAMES HAAPOJA and LOIS HAAPOJA, husband and wife, herein called "Haapojas";

WITNESSETH:

WHEREAS, Haapojas are the owners of certain real properties known as the Haapoja and Denneson Ranches located within Langell Valley Irrigation District, and

WHEREAS, District has provided water for irrigation of said properties at points upon and along the L-2 Lateral adjacent to said properties, and

WHEREAS, Haapojas intend to change their method of irrigating said properties, by which method it will not be necessary to use all of the L-2 Lateral.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, it is understood and agreed as follows:

District shall abandon the use of the L-2 Lateral and will make irrigation water available to Haapojas at a point on the West side of Walker Road on or adjacent to the Jim Lane property, for use upon the following-described premises owned by Haapojas, to-wit:

NE $\frac{1}{4}$ and SE $\frac{1}{4}$, Section 2; NE $\frac{1}{4}$, Section 11; NW $\frac{1}{4}$, Section 12, and SW $\frac{1}{4}$, Section 1, all in Township 40 S., R. 13 E.W.M., Klamath County, Oregon.

To the extent that Haapojas shall make use of the L-2 Lateral, abandoned by District, they shall pay all expenses for upkeep, maintenance and cleaning of said L-2 Lateral.

It is understood and agreed that all headgates ^{and 18 inch culvert} used in connection with the operation of the L-2 Lateral shall be and remain the property of District and shall not be removed except upon the prior written consent of District having been obtained.

It is further understood and agreed that in the event, in the opinion of District, it is necessary or reasonable to use the L-2

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Lateral at any time in the future, Haapoja, their heirs, personal representatives and assigns, will, upon 90 days' prior written notice from District, clean the L-2 Lateral and make such repairs as may be necessary to put the same in usable condition.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

LANGELL VALLEY IRRIGATION DISTRICT

By Walter Smith Jr.
President

By Karen S. Hamilton
Secretary

James Haapoja
James Haapoja

Lois Haapoja
Lois Haapoja

STATE OF OREGON
County of KLAMATH }

ss. Nov 1, 1979 24

Personally appeared Walter Smith Jr. and Karen S. Hamilton who, being first duly sworn, did say that they are the President and Secretary, respectively, of LANGELL VALLEY IRRIGATION DISTRICT, a municipal corporation, and that the foregoing Agreement was signed in behalf of said Langell Valley Irrigation District by authority of its board of directors; and they acknowledged said Agreement to be its voluntary act and deed.

Before me:

Leona M. Huffman
LEONA M. HUFFMAN
NOTARY PUBLIC - OREGON
My commission expires Oct 11, 1982

STATE OF OREGON
County of KLAMATH }

ss. Nov 1, 1979 24

Personally appeared the above-named JAMES HAAPOJA and LOIS HAAPOJA, husband and wife, known to me to be the identical persons described in and who executed the foregoing Agreement, and acknowledged said instrument to be their voluntary act and deed.

Before me:

Leona M. Huffman
LEONA M. HUFFMAN
NOTARY PUBLIC - OREGON
My commission expires Oct 11, 1982

After recording return to:

H.F. SMITH
Attorney at Law
540 Main Street
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 3rd day of December A. D. 1979 at 9:22 o'clock A M., at

duly recorded in Vol. M79 of Deeds on Page 27902

W. D. MILNE, County Clerk

(Agreement - 2)

Fee \$7.00