

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, Made and entered into this 8th day of March, 1982, by and between LANGELL VALLEY IRRIGATION DISTRICT, a municipal corporation organized and existing under and by virtue of the laws of the State of Oregon, herein called "District"; DENIS G. BABSON and ROSE BABSON, husband and wife, herein called "Babsons", and RAJNUS BROS., a partnership consisting of George Rajnus and Donald Rajnus, herein called "Rajnus";

W I T N E S S E T H:

WHEREAS, Babsons and Rajnus have entered into an agreement whereby Rajnus has agreed to trade to Babsons water rights appurtenant to lands owned by Rajnus within the district boundaries and more particularly described as follows:

A portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ and the E $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 24, Township 39 S., R. 11 E.W.M., Klamath County, Oregon, containing 12 acres, more or less,

and designated as Parcel A on Exhibit A attached hereto and by this reference made a part hereof, to be used on lands above District's ditch, more particularly described as follows:

A portion of the S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 24, Township 39 S., R. 11 E.W.M., Klamath County, Oregon, containing 12 acres, more or less,

and designated as Parcel B on Exhibit A attached hereto, and

WHEREAS, as part of the consideration for said trade, Rajnus has, at its sole cost and expense, re-aligned District's ditch to run below said Parcel A, and District is unable to serve said Parcel A with irrigation water because of the re-alignment of said ditch, and

WHEREAS, Babsons have applied to District for irrigation water to serve said Parcel B.

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

1. District agrees to sell and deliver to Babsons in District's ditch irrigation water to serve that certain parcel of land shown as

Parcel B on Exhibit A attached hereto, at the rates and pursuant to the rules, regulations and by-laws of District, the provisions of applicable acts of Congress, the rules and regulations of the Secretary of the Interior and the provisions of applicable contracts with the United States of America.

2. Babsons agree to reimburse District for its actual expenses incurred in connection with the preparation of the documents necessary to consummate the within agreement in the amount of \$75.00.

3. In consideration of the premises, Rajnus, for itself, its successors and assigns, hereby releases District from all claims and demands for water to irrigate Parcel A as designated on Exhibit A attached hereto, and Rajnus further releases and forgives District, its agents and employees, of and from any and all claims, demands, expenses and damages arising out or or in connection with the performance of this agreement.

4. All costs of moving the water from District's ditch to serve said Parcel B, including the installation, maintenance, operation and repair of pumps, pipes and other facilities, shall be borne by Babsons, and Babsons agree to save District harmless and indemnify it against any and all charges, costs, expenses and damages in connection therewith.

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

LANGELL VALLEY IRRIGATION DISTRICT

By Charles E. Taylor President

By Lena Hoffman

Denis G. Babson
Denis G. Babson

Rose M. Babson
Rose Babson

RAJNUS BROS.

By George Rajnus

By Donald Rajnus

STATE OF OREGON

County of KLAMATH

ss. February 25, 1983

Personally appeared Charles D. Cheyne and Leona Huffman, who, being first duly sworn, did say that they are the President and Secretary, respectively, of LANGELE VALLEY IRRIGATION DISTRICT, a municipal corporation, and that the foregoing Memorandum of Agreement was signed in behalf of said Langell Valley Irrigation District by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

Before me:

Karen S. Hamilton
NOTARY PUBLIC FOR OREGON
My commission expires 11/30/1983

STATE OF CALIFORNIA

COUNTY OF Santa Clara ss.

On this 5th day of May in the year one thousand nine hundred and eighty-two before me, James S. Paulin, a Notary Public, State of California, duly commissioned and sworn, personally appeared Denis G. Babson and Rose M. Babson

known to me to be the person s. whose name s. subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Santa Clara County of Santa Clara the day and year in this certificate first above written.

James S. Paulin
Notary Public, State of California

My commission expires Jan. 4, 1986

Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

STATE OF OREGON

County of KLAMATH

ss. February 8th, 1983

Personally appeared GEORGE RAJNUS and DONALD RAJNUS, who, being first duly sworn, did say that they are partners in that certain partnership consisting of George Rajnus and Donald Rajnus, doing business under the firm name of RAJNUS BROS., and that the foregoing instrument was signed on behalf of said partnership by them as duly authorized partners; and they acknowledged said instrument to be the voluntary act and deed of said partnership.

Before me:

Vaclav Kalina
NOTARY PUBLIC FOR OREGON
My commission expires June 1st, 1986

AFTER RECORDING, RETURN TO:

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



160

EVELYN BIEHN COUNTY CLERK
by Harold W. Wenzel Deputy

FEE \$ 16⁰⁰