

AGREEMENT.

THIS AGREEMENT, Entered into between W. WALLACE and GRETCHEN THOMPSON, husband and wife, hereinafter called "Thompson", DOROTHY CECELIA GREENE, as Trustee for John Thomas Greene, hereinafter called "Greene", and JOSEPH BAIR and MAY ELLEN BAIR, husband and wife, hereinafter called "Bair";

WHEREAS, Thompson are the owners of NE $\frac{1}{4}$ Sec.36, Twp. 39 S., R. 9 E., W.M.;

WHEREAS, Greene is the owner of S $\frac{1}{2}$ of NW $\frac{1}{4}$ and Southerly 30' of N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec.36, Twp. 39 S., R. 9 E., W.M.;

WHEREAS, Bair are the owners of the remaining portion of N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 36, Twp. 39 S., R. 9 E., W.M. less homesite of Martin J. Greene; and

WHEREAS, On the above-described lands the type of irrigation has changed from gravity to sprinkler systems and the irrigation ditch running West from the turnout in the C Canal through the Thompson and Greene properties is not needed;

NOW, THEREFORE, It is mutually agreed that the said irrigation ditch may be filled in upon the condition that the 30' irrigation ditch remains as an easement if it is necessary for Greene to revert to a gravity system.

The irrigation ditch shall be reopened at the request of Greene with the expense being prorated equally among Thompson, Greene and Bair. The parties may then relocate the ditch as it goes through their land if it will provide the irrigation needed. The parties hereto shall have the right to go upon the above-described lands and construct and maintain said irrigation ditch. If Bair desires to then extend the ditch through his property he may do so at his expense. Each party then shall maintain the ditch on their respective lands.

This Agreement shall be binding on the heirs and assigns and run with the land.

DATED This 8th day of August, 1985.

W. Wallace Thompson
Gretchen Thompson
 W. Wallace and Gretchen Thompson.

Dorothy Cecelia Greene
 Dorothy Cecelia Greene as Trustee for
 John Thomas Greene.

Joseph Bair
Mary Ellen Bair
 Joseph Bair and Mary Ellen Bair.

AGREEMENT.

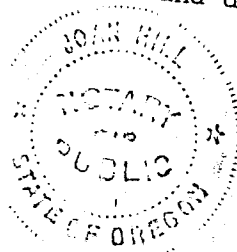
PROCTOR, PUCKETT & FAIRCLO
 ATTORNEYS AT LAW
 280 MAIN STREET
 KLAMATH FALLS, OREGON 97601

25 AUG 9 PM 2 58

12578

STATE OF OREGON,)
County of Klamath. (ss.

Personally appeared the above named W. WALLACE THOMPSON and GRETCHEN THOMPSON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

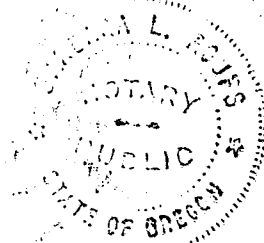


Before me:

Joan Hill 7/11/85
Notary Public for Oregon.
My Commission Expires:

STATE OF OREGON,)
County of Klamath. (ss.

Personally appeared the above named DOROTHY CECELIA GREENE, as Trustee for John Thomas Greene, and acknowledged the foregoing instrument to be her free and voluntary act and deed as such Trustee.

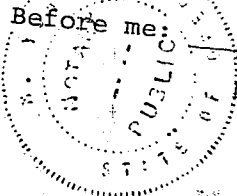


Before me:

Barbara L. Rayb
Notary Public for Oregon.
My Commission Expires: 11/12/87

STATE OF OREGON,)
County of Klamath. (ss.

Personally appeared the above named JOSEPH BAIR and MAY ELLEN BAIR, husband and wife, and acknowledged the foregoing instrument to be their free and voluntary act and deed.



Before me:

George H. Proctor
Notary Public for Oregon.
My Commission Expires: 8-27-86

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of August A.D., 19 85 at 2:58 o'clock P M., and duly recorded in Vol. M85 day
of Deeds on Page 12577

FEE \$9.00

By Evelyn Biehn, County Clerk

Barbara Smith

CH 2.00

Ref:
George H. Proctor
280 Main St
KFD