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Letter Agreement
Drainage Ditch Improvement

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This agreement concerns the Caledonia Ranch drain ditch adjacent to the property line between Caledonia Ranch and the Double D Land Co.'s Running Y Ranch, said property line being described as follows:

Beginning at a point in Sec. 5, T38s, R8 E W.M., from which said point the quarter corner common to Secs. 5 and 8, T 38S, R 8E W.M. bears south 17 degrees 34 minutes east 1616.6 feet distant, and from which said point an iron pipe 634 feet north of the southwest corner of Lot 2, Sec. 9, T 38S, R 8E W.M. bears south 52 degrees 28 minutes east 5694 feet distant; thence from said point running north 32 degrees 41 minutes west to intersection with open water of Upper Klamath Lake, said intersection being marked with a 2 inch galvanized iron pipe driven into the dike.

Caledonia Ranch hereby grants Running Y Ranch license to use said drain ditch for the time and under the conditions specified below:

The primary purpose of this agreed use is to facilitate drainage of Running Y land east of drain ditch and to reduce seepage of water from drain ditch onto Caledonia Ranch land by holding water at a level that will not interfere with crop production on Caledonia land.

Running Y Ranch owners will build up a dike on the easterly bank of said drainage ditch, using material excavated from the ditch bottom as part or all of this dike, thereby cleaning the ditch.

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Running Y Ranch will install headgates on any and all pipes placed through the easterly bank of the dike and at the south end of the ditch so that water may be controlled as necessary to accomplish the purposes of this agreement. It is understood that the Caledonia Ranch may place a drain culvert and headgate in or through the west bank of the ditch for their drainage purposes.

Running Y Ranch will subsequently use this ditch for draining water off their land, but agrees not to use it as an irrigation ditch. Running Y Ranch further agrees to maintain the water level in the ditch as low as possible in an effort to prevent the ditch from being a source of sub or seep water which might cause damage to Caledonia crop land and crops.

Should the operation of the ditch prove to be a damaging source of water subbing or seeping into Caledonia crop land, Running Y Ranch agrees to cease using the ditch, and close off all its headgates which allow water into said ditch. ~~In this instance~~, it is agreed that Caledonia Ranch may pump or use headgates to drain the ditch, conveying the water into their drains on Caledonia lands.

If excessively high water is not due to Running Y Ranch water levels or activities, Caledonia Ranch will lower the water level as it deems necessary either by pumping over the westerly dike or by draining water off through pipe and

mss
R.J.
J.C.
A.K.
oby
R.D.

headgates installed through the dike to drain excess water into Caledonia system.

Running Y Ranch agrees to maintain the ditch and the related headgates in such a condition that the purposes stated above can be achieved.

This license is for use of said ditch as a drainage ditch only. ALL other uses are retained by Caledonia Ranch, specifically including hunting and boating rights.

Running Y Ranch will have the right to blade a road on the east bank dike and use said road for access.

Running Y Ranch will complete the initial dike building in a timely manner as soil moisture conditions permit the use of heavy equipment.

This license will be in force as long as the Running Y Ranch land is used for agricultural purposes with the understanding that either party may withdraw from this agreement at the conclusion of any irrigation season with written notice to be served by September 1st of that year.

Upon termination of the license, Running Y Ranch will cease using said ditch for any purpose and all pipes or other openings into the ditch from their land will be closed off.

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Execution of this agreement by Double D Land Co.
shall not constitute an admission regarding the nature or
extent of the dividing line between the properties.

Dated this 3 day of August, 1978.

CALEDONIA RANGH

DOUBLE D LAND CO.

By Alice Geary Kilham By [Signature]
Alice Geary Kilham,
Individually and as Trustee
of Trust of Edward A. Geary

Martha Dorman Smith
Martha Dorman Smith, as
Trustee under the Testamentary
Trust of Arthur M. Geary,
Deceased

Dorothea Geary Felcott
Dorothea Geary Felcott

Susan Jane Geary
Susan Jane Geary

Richard Geary
Richard Geary

After recording return to;
Geary Brothers
Harriman Rt., Box 8
Klamath Falls, Ore. 97601

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of February A.D., 19 86 at 11:43 o'clock A M., and duly recorded in Vol. M86
of _____ Deeds on Page 3317

FEE \$17.00

By Evelyn Biehn, County Clerk
[Signature]