

100-151

A G R E E M E N T

THIS AGREEMENT made and entered into this 3rd day of December, 1951, by and between DESCHUTES RECLAMATION AND IRRIGATION COMPANY, hereinafter called First Party and A. C. KIRTSIS, single, hereinafter called Second Party,

W I T N E S S E T H

WHEREAS Second Party is the owner of land in Deschutes County, Oregon described as:

Part of the Southwest Quarter Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-Nine (29), Township Seventeen South, Range 12, E. W. M., beginning at the Southeast corner of the Southwest Quarter of the Southeast Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-Nine (29), Township Seventeen, South, Range 12, E. W. M. thence North 20 rods; thence West to Deschutes River; thence southerly along said river to the South line of said Section Twenty-Nine; thence East along said Section line to point of beginning, excepting therefrom a strip of land along the North side thereof reserved for road purposes.

and desires to transfer to said lands a water right for two acres from lands within the irrigation project of first part, and to change the point of diversion of said water right to a point on the Deschutes River adjacent to Second Party's land, and

WHEREAS, first party is unwilling to approve of said transfer and change in point of diversion unless second party will covenant for himself, his heirs and assigns, that so long as said water shall remain appurtenant to said land, he will pay the normal and ordinary charge for operation and maintenance charged other settlers within First Party's project.

NOW THEREFORE, in consideration of the approval by first party of his application for transfer of said water right and change in point of diversion and for other valuable considerations, second party hereby agrees, for himself, his heirs, and assigns, to pay annually as other assessments are charged and collected the same assessment for operation and maintenance per acre as is charged settlers under the irrigation project of First Party who are entitled to an equal number of acres of water and who obtain delivery of water through the system of First Party; Second Party likewise agrees, that if such assessments are not paid, they shall become a lien upon said lands and may be foreclosed in the manner provided for the foreclosure of mortgages on real property in the State of Oregon. This agreement shall constitute a covenant running with the land.

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

DESCHUTES RECLAMATION & IRRIGATION CO.

BY James S. Cooke
Fred H. Meyer

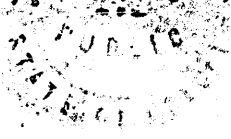
First Party

A. C. Kirtsis
Second Party

State of Oregon)
County of Multnomah) ss.

On this 11th day of February, 1952, before me, the undersigned,
a Notary Public in and for said County and State, personally appeared the within
named A. C. Kirtsis who is known to me to be the identical individual described in
and who executed the within instrument and acknowledged to me that he executed the
same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year last above written.



J. H. [Signature]
Notary Public for Oregon
My Commission Expires 7/13/1952