

AGREEMENT

28745

THIS AGREEMENT made and entered into this 28
 day of April, 1973, by and between DESCHUTES RECLAMATION
 AND IRRIGATION COMPANY, hereinafter called first party, and
 CASON-WEST DEVELOPMENT CORPORATION
 hereinafter called second party, WITNESSTH:

WHEREAS, the first party and A. C. KIRTISIS entered
 into an agreement dated December 3, 1951, concerning the two
 acre water right on the following described real property:

Part of the Southwest Quarter Southeast
 Quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-Nine
 (29), Township Seventeen (17) South,
 Range Twelve (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 (17) South, Range
 Twelve (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.

Said agreement being recorded Volume 100, page 152, Deed Records
 of Deschutes County, Oregon, and

WHEREAS, the second party herein named is the successor
 in interest to A. C. KIRTISIS in and to the above described real
 property and the parties hereto desire to amend said agreement
 dated December 3, 1951.

NOW, THEREFORE, for a valuable consideration mutually
 exchanged, the parties do hereby agree as follows:

1. The following part of the agreement dated December 3,
 1951, is hereby deleted: "Second Party likewise agrees, that if
 such assessments are not paid, they shall become a lien upon said
 lands and may be foreclosed (sic) in the manner provided for in
 in the foreclosure of mortgages on real property in the State of
 Oregon."

Agreement

GRAY, FANCHER, HOLMES & HURLEY
 ATTORNEYS AT LAW
 1044 BOND STREET
 BEND, OREGON 97701

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2. In place thereof, the parties agree that if any such assessment is not paid by the second party, the first party shall have the right to certify the assessment to the tax collector of Deschutes County, Oregon, for collection in the same manner and procedure as may be done by irrigation districts under the laws of the state of Oregon.

Except as hereinabove changed and modified, said agreement shall remain in full force and effect as executed.

DESCHUTES RECLAMATION & IRRIGATION CO.

By Fred Sampsel
Fred Sampsel

Walt B. Schrock
Walt B. Schrock

Harry Chess
Harry Chess

FIRST PARTY

CASON-WEST DEVELOPMENT CORPORATION

Walter L. West
President

SECOND PARTY

STATE OF OREGON, County of Deschutes, ss: April 20, 1973

Personally appeared Fred Sampsel, Walt B. Schrock and Harry Chess who being first duly sworn, did say that they are the Board of Directors of DESCHUTES RECLAMATION & IRRIGATION CO., and that said instrument was signed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be its voluntary act and deed. Before me

Alvin Shays
Notary Public for Oregon
My Commission Expires: 10-1-76

MULTNOMAH
STATE OF OREGON, County of ~~Deschutes~~, ss: April 20, 1973.

Personally appeared the above named Walter L. West, President of Cason-West Development Corporation and acknowledged the foregoing instrument to be his voluntary act: Before me:

Erna M. Adams
Notary Public for Oregon
My Commission Expires: 7-30-75

Agreement

GRAY FANCHER HOLMES & MURLEY
ATTORNEYS AT LAW
1104 BOND STREET
SEASIDE, OREGON 97138

9066

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument of writing was received for Record the 16 day of June A.D. 1973 at 2:51 o'clock P. M. and recorded in Book 194 on Page 36 Records of Deschutes

ROSEMARY PATTERSON

County Clerk

By Ann L. Bell Deputy

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