

THIS AGREEMENT made this 5th day of September A.D. 1912, between W. L. Babcock, the party of the first part, and Edward S. Van Dyke, Robert A. Dean, H. D. Norton, H. C. Kinney and J. C. Jones, the parties of the second part, witnesseth:

Whereas, the parties are co-owners in that certain irrigation ditch and water right known as the Babcock Ditch, taking water from the south side of Sucker Creek, and carrying the same upon the lands of the parties hereto, the first party heretofore having owned an undivided two-thirds interest therein and the waters appurtenant thereto, and the second parties an undivided one-third interest therein and the waters appurtenant thereto; and the said water right being in process of adjudication before the Board of Control, and certain amounts of water being in process of allowance to the respective parties hereto for irrigation of their respective lands;

And the parties hereto being desirous of now settling and adjusting their respective rights in and to said ditch and the waters thereto appurtenant for all time hereafter, and the right and rotation of the use thereof;

Now therefore, the parties hereto in consideration of One Dollar by each unto the other in hand paid, the receipt whereof is hereby acknowledged, do hereby covenant and agree each with the other as follows, viz:

The parties of the second part shall within a reasonable time enlarge the ditch from the lower line of the lands of the first party so as to carry the full capacity of said ditch at the headgate or intake; and that the second parties shall at all times thereafter during each irrigation season be entitled to the full flow of the waters therein during five successive days in the proportions and proportional amounts thereof which each of the second parties have heretofore respectively owned and enjoyed therein, and the first party shall thereupon be entitled to the full flow of all of said water for the next five successive days, and so on in equal periods of rotation until the end of each irrigating season, and that each of the parties hereto, from and after the date hereof, shall be deemed and taken as the owners of an undivided one-half of said ditch and of said water right, and to that end each of the parties hereto do hereby grant unto the other an undivided one-half of said ditch and water right, that is to say, the first party shall hold a full undivided one-half interest in said ditch and the waters to be apportioned thereto, and the second parties shall own an undivided one-half interest in said ditch and the waters to be apportioned thereto, in the proportion with their respective rights and interests in said ditch and water right heretofore existing; to have and to hold the said right and title

unto the respective ^{said} parties in the moieties hereinbefore set forth, and unto their heirs and assigns forever.

And it shall be the duty of each of the parties hereto, seasonably and whenever necessary to furnish one half of the labor or money necessary to be expended in the maintenance and repair of said ditch and the maintenance and perpetuation of the water right.

In witness whereof the parties have hereunto set their hands and seals in triplicate this the day and year first above written.

In presence of:	W. L. Babcock	(Seal)
	First Party	
F. Roy Davis	H. D. Norton	(Seal)
	J. C. Jones	(Seal)
E. M. Norton	Robert A. Dean	(Seal)
	Edward S. Van Dyke	(Seal)
	H. C. Kinney	(Seal)
	Second Parties	

State of Oregon)
) ss
County of Josephine)

This certifies that on this 5th day of September, A. D. 1912, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named W. L. Babcock and J. C. Jones, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(N.P.Seal)

E. M. Norton
Notary Public for Oregon.

State of Oregon)
) ss
County of Josephine)

This certifies that on this 5th day of September, A. D. 1912, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Edward S. Van Dyke, Robert A. Dean, H. D. Norton and H. C. Kinney, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and notarial seal the day and year last above written.

(N.P.Seal)

E. M. Norton
Notary Public for Oregon

Filed and recorded Sept. 5, 1912, at 3:10 P.M.
S.F.Cheshire County Clerk, By Vina Opdycke Deputy Clerk.
(Pages 27 and 28, Volume 42 of Deed Records of Josephine County, Oregon.)

STATE OF OREGON)
) ss
County of Josephine)

I, F. L. Coon, County Clerk and ex-officio Clerk of the County Court of said County and State, do hereby certify that I have carefully compared the foregoing copy of Agreement with the original and that it is a true and correct copy thereof and of the whole thereof as the same appears of record in my office and in my custody.

Witness my hand and the seal of said Court affixed October 13, 1936.

(SEAL OF COUNTY COURT
JOSEPHINE COUNTY.)

F. L. Coon Clerk
By Muriel M. Hawk, Deputy.

STATE OF OREGON)
) ss
County of Marion)

I, CHAS. E. STRICKLIN, State Engineer of Oregon, do hereby certify that that the foregoing copy of copy of Agreement has been compared with such copy and that it is a full, true and correct copy thereof as the same was received in the office of the State Engineer and entered of record this 19th day of November, 1936.

In Testimony Whereof I have hereunto set my hand this 19th day of November, 1936.

CHAS. E. STRICKLIN
State Engineer.