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APPLICATION AND AGREEMENT FOR EXEMPTION  
FROM PAYMENT OF ASSESSMENTS

WHEREAS, a KENNETH D. HEARTH and GENEVIEVE A. HEARTH, Husband and  
Wife

hereinafter called Landowners, whether one or more, own the following  
described real property in Klamath County, Oregon, which is included in  
Klamath Irrigation District, to wit:

(Type in below the exact legal description of the  
land to be exempted as the same appears in Landowners'  
Deed or Title Insurance Policy or as prepared by a  
registered Oregon Land Surveyor or Engineer)

LOT 20 in BLOCK 1 OF SUNNYLAND

A resubdivision of the South 10 acres of Enterprise Tract No 31 in Klamath  
County, Oregon

which said Lands contain <sup>59' x 147.5'</sup> .20 acres, more or less, and are Klamath  
County Assessor's Account No. R 3809 34CD 02700 000 001  
444160 and Klamath Irrigation  
District's Account No. 3809-34 CD-2700; and

WHEREAS, Landowners hereby request KLAMATH IRRIGATION DISTRICT,  
hereinafter called K.I.D., to consent and agree to the exemption of the  
above described lands from the payment of the assessments of said  
District pursuant to Oregon Laws 1985, Chapter 581, Section 4;

NOW THEREFORE, in consideration of the granting of such exemption  
by K.I.D., Landowners and Landowners' Heirs, Devisees, Personal  
Representatives, Grantees, Vendees, Successors and Assigns, jointly and  
severally represent, warrant, guarantee, covenant and agree with K.I.D.  
and its Successors and Assigns as follows:

(1) Landowners are the sole owners and holders of the fee simple  
title to the above described Lands and have good right to execute this  
Application and Agreement and to bind said Lands as herein agreed. If  
said Lands are subject to any trust deed, mortgage, contract of sale or  
other lien upon the land, Landowners agree to furnish to K.I.D., a  
recordable agreement from the owners and holders of such instrument or  
lien to be subordinate to the terms of this Application and Agreement  
but the failure of Landowners to so secure such Agreement shall not

relieve Landowners or said Lands from any of the terms and conditions of this Agreement.

(2) Said Lands for a period of 5 years immediately preceeding the execution of this Application and Agreement have been unable to receive water from K.I.D., through no fault of K.I.D., because said Lands, without limitation by this recital, have no right of way, easement or any other right whatsoever to transport or receive water from K.I.D.'s point of delivery across the intervening lands of other parties to Landowners' said Lands and Landowners' said Lands have not in fact received or used any such water during said 5 year period from any canal, lateral, ditch, drain, lake, pond, sump, reservoir, road borrow pit or ditch, pump or pipeline or any other source or facility whatsoever.

(3) Said Lands consist of two acres or less.

(4) Landowners expressly understand and agree that if K.I.D. grants this exemption they shall cease to be electors of Klamath Irrigation District and shall have no right to vote in any District election unless Landowners qualify as electors through ownership of other Land in the District.

(5) Landowners understand that by the execution of this Agreement, said Lands may lose any right to receive water under State Law because they acknowledge the abandonment by nonuse of any prior right to receive water and by continued nonuse of water under this Application and Agreement the Lands may fail to receive any future water right.

(6) Landowners understand and agree that before any future request will be granted to terminate this Application and Agreement and to allow the future use of water on said lands that the then Landowners will be required as a condition thereof to pay all assessments that have been exempted by this Agreement plus the amount of all interest which would have been chargeable for nonpayment of such assessments if they had not been exempted by this Agreement.

(7) Landowners do hereby recognize, ratify, grant and confirm the existence of all existing rights of K.I.D. or the United States

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affecting Landowners' said property, including, without limitation by this recital, all rights of way, easements and servitudes for all irrigation and drainage facilities of the United States or K.I.D. as now constructed and located upon or affecting Landowners' said property and do agree that K.I.D. and the United States each now own, have and hold and shall continue to own, have and hold a prescriptive right, right of way, easement and servitude for all percolation, seepage, leakage, overflow, flooding or any failure or lack of drainage which now exists or which at any time heretofore has occurred or resulted from any irrigation or drainage facility now constructed or in existence on or near any part of the Landowners' said premises.

(8) Landowners do hereby absolve, waive and release both K.I.D. and the United States from any and all claims of liability for any damages or injuries to person or property which may have heretofore occurred or which may now be occurring in connection with the ownership, operation or maintenance of the Klamath Project.

(9) Landowners hereby tender to K.I.D. the sum of <sup>Pl</sup> 8.00 / 25.00 which is the full amount of all unpaid K.I.D. assessments and interest as of this date, plus the cost of recording this Application and Agreement in Klamath County Deed Records and hereby agree that an executed copy of same shall be so recorded. Landowners also agree to pay any other costs and expenses incurred in connection with this Application and Agreement.

(10) Landowners' representations, warranties, covenants, and agreements herein set forth are covenants running with Landowners' said Land and each and every part and parcel thereof in perpetuity, forever binding the same for the use and benefit of K.I.D. and the United States of America, and their respective successors, grantees, transferees and assigns.

(11) Landowners do hereby acknowledge that they have read all of the foregoing Instrument and consent and agree to each of the representations, warranties, covenants, and agreements.

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This Agreement shall take effect upon the approval of same by the Board of Directors of Klamath Irrigation District, and the adoption of the Resolution exempting said Land from the assessments of said District.

WITNESS their hands this 21<sup>st</sup> day of October, 1988.

KENNETH D. HEARTH *Kenneth D. Hearth*

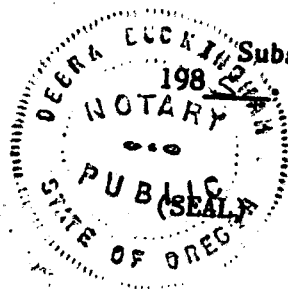
GENEVIEVE A. HEARTH *Genevieve A. Hearth*  
LANDOWNERS

STATE OF OREGON )  
County of Klamath ) SS

I, KENNETH D. HEARTH and I, GENEVIEVE A. HEARTH,  
each being duly and severally sworn, each says for myself: I am one of  
the above named Landowners. I have read the foregoing Application and  
Agreement for Exemption from Payment of Assessments and each statement  
and representation made by me therein is true and correct and I hereby  
acknowledge the foregoing Instrument to be my voluntary act and deed.

KENNETH D. HEARTH *Kenneth D. Hearth*

GENEVIEVE A. HEARTH *Genevieve A. Hearth*



Subscribed and sworn to before me this 21<sup>st</sup> day of October.

*Debra Buckingham*  
Notary Public in and for said  
State and County  
My Commission Expires:

#### SUBORDINATION AGREEMENT

The undersigned owner or holder of a trust deed, mortgage, contract of sale or other lien upon the lands described in the foregoing Application and agreement in consideration of the exemption of said lands from future assessments of Klamath Irrigation District do hereby

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subordinate such interest and liens to the terms and conditions of the Agreement and agree they shall be bound by the same.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF OREGON )  
                          ) SS  
County of Klamath )

I, \_\_\_\_\_, being duly sworn say that I have read the foregoing Subordination Agreement and the Application and Agreement for Exemption; that I have authority to sign said Subordination Agreement on behalf of all Owners and Holders of the interests and liens being subordinated and to so subordinate the same to the terms and conditions of the foregoing Application and Subordination Agreement and I hereby acknowledge that I signed the foregoing Subordination Agreement freely and voluntarily for the purpose therein stated.

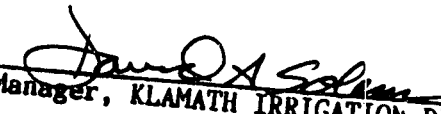
\_\_\_\_\_  
\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public in and for said  
State and County  
My Commission Expires:

I hereby recommend approval of the foregoing Application and Agreement.

  
Manager, KLAMATH IRRIGATION DISTRICT

The foregoing Instrument having been read and considered by the Board of Directors of Klamath Irrigation District at a Meeting of said Board of Directors and said Board of Directors in consideration of all of the representations, warranties, covenants and agreements made by the Landowners therein duly moved, seconded and voted that Klamath

Irrigation District approve and agree to the same and did Order that the  
above described Lands be exempted from the payment of the assessments of  
the District pursuant to Oregon Laws 1985, Chapter 581, Section 4 for  
assessment years commencing after the date of execution of this  
Agreement by Klamath Irrigation District set forth below.

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Now, THEREFORE, Klamath Irrigation District does hereby duly  
execute this Agreement this 15<sup>th</sup> day of November, 1985.

KLAMATH IRRIGATION DISTRICT



By *Dick Owens*  
Its PRESIDENT

By *David A. Salem*  
Its Secretary

STATE OF OREGON )  
                  ) SS  
County of Klamath )

On this 15<sup>th</sup> day of November, 1985, personally appeared

*Dick Owens* and *David A. Salem*,

who, being duly sworn did each say that *Owens Salem* is the

President and Secretary of Klamath Irrigation District

and that the Seal affixed to this Instrument is the Official Seal of  
said Klamath Irrigation District and that said Instrument was signed on  
behalf of Klamath Irrigation District by authority of its Board of  
Directors and each of them acknowledged said Instrument to be the  
voluntary act and deed of Klamath Irrigation District.

BEFORE ME:

(SEAL) *Cindy E. Dentinger*  
CINDY E. DENTINGER  
NOTARY PUBLIC-OREGON  
My Commission Expires: 5/22/87

*Cindy E. Dentinger*  
Notary Public for Oregon  
My Commission Expires: 5/22/87

After recording return to Klamath Irrigation District, 6640 K.I.D. Lane,  
Klamath Falls, OR 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of KLAMATH IRRIGATION DISTRICT Page 6 the 25th day  
of November A.D. 19 85 at 3:26 o'clock P M., and duly recorded in Vol. M85