

MTC 26248 + 26252

EASEMENT, RELEASE AND INDEMNIFICATION AGREEMENT

This Agreement is made this 1st day of October, 1991, by and between the Klamath Irrigation District and the undersigned Landowner.

RECITALS:

1. The Klamath Irrigation District, herein called KID, is an Oregon municipal corporation organized and operating pursuant to Oregon Revised Statutes Chapter 545.
2. KID has contracted with the United States of America, Department of the Interior to maintain and operate portions of the United States Bureau of Reclamation Klamath Project irrigation and drainage system.
3. The undersigned Landowner(s), hereincalled "Landowner," is the fee simple owner of the real property described on Exhibit A, attached hereto and incorporated herein by this reference.
4. Landowner's said land lies adjacent to portions of the said Klamath Project operated and maintained by KID.
5. Landowner has applied to Klamath County, Oregon, pursuant to its Land Development Code, for an Order allowing a land use change on or to Landowner's land. Said application is contained in Klamath County, Oregon Planning Department file no. Minor Partition 47-91.
6. KID has filed written objections to said Land Use Change Application. KID has concerns that the Landowner's said land use change may adversely impact the operation and maintenance of the said irrigation and drainage system.
7. KID has offered to withdraw its objections in consideration for the execution and recording of this document by landowner.

WITNESSETH:

A. Landowner, in consideration for the withdrawal by KID of its objections to Landowner's Land Use Request, does hereby covenant and agree as follows:

(1) Landowner conveys to the Klamath Irrigation District, for the benefit of itself and the United States of America and for their respective successors and assigns, a perpetual right, right of way, easement and servitude in and upon the land described on Exhibit A, for all percolation, seepage, leakage, overflow, flooding or any failure or lack of drainage

which now exists or which at any time may occur or result from any irrigation or drainage facility maintained or operated by KID, the United States of America or their successors in interest.

(2) Landowner shall not suffer or permit any waters other than agricultural and natural drainage waters to drain, seep or percolate from said premises into the Klamath Project System. Landowner and his heirs, devisees, personal representatives, grantees, vendees, transferees, and assigns agree in all and any events to forever and in perpetuity indemnify, defend, and hold Klamath Irrigation District and the United States of America and their respective successors and assigns wholly harmless, without limitation by the following recital, from any and all claims, suits, actions, proceedings, liability, injuries, or damages, including those which are not presently known or foreseeable, arising, resulting, occurring, or attributable directly or indirectly in whole or in part to any such waters including the quality of such waters and any costs and expenses of cleaning, treating, or eliminating such waters.

(3) Consistent with the bylaws and policies of KID, KID may require landowners and their heirs, devisees, personal representatives, grantees, vendees, transferees and assigns to construct and maintain a fence adequate to prevent children and domestic animals from obtaining access from the premises herein conveyed to the right of way of any adjacent canal, ditch or drain of the United States or KID operated and maintained by Klamath Irrigation District and they agree in perpetuity to indemnify, defend and hold Klamath Irrigation District and the United States of America and their respective successors and assigns harmless from any and all claims, suits, actions, proceedings, liability, injuries or damages arising, resulting, occurring, directly or indirectly in whole or in part from their failure to construct and maintain such a fence.

(4) Landowner understands and agrees that KID has no obligation or duty to provide any irrigation or drainage services, turnouts or other structures not currently provided, including, without limiting the generality of the foregoing clause, any duty to accept or dispose of any non-agricultural or natural surface or subsurface drainage water.

(5) Landowner understands and agrees that it is Landowner's sole duty and responsibility to provide, at Landowner's expense, any irrigation structures necessary to deliver irrigation water to any individual parcels created by the division of the said land.

(6) All of the above agreements, covenants, rights, grants, rights of way, easements, prescriptions and servitudes shall forever and perpetually run with and bind all of the land

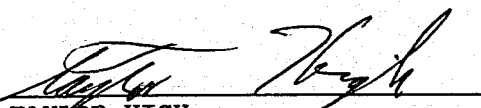
described on Exhibit A, for the benefit of the Klamath Irrigation District, the United States and their respective successors and assigns.

(7) The undersigned Landowners covenant and warrant that they are the sole owners, in fee simple, of the real property described on Exhibit A and that they have the unrestricted right to make and record this Agreement.

(8) In the event that any suit or action is brought to interpret or enforce this agreement or to seek redress for any damages or liability arising from the breach of this Agreement, the prevailing party shall be entitled to a Judgment against the other party for its actual costs of suit, including costs of depositions and expert witness fees, and actual attorney's fees, at trial and on appeal.

LANDOWNERS: Taylor High
17957 So. Poe Valley Rd.
Klamath Falls, OR 97603

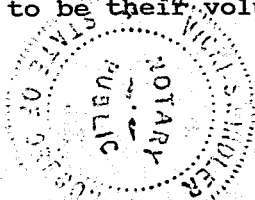
Betty J. High
17957 So. Poe Valley Rd.
Klamath Falls, OR 97603



TAYLOR HIGH


BETTY J. HIGH

STATE OF OREGON)
) ss
County of Klamath)

Personally appeared this 14 day of October, 1991, Taylor High and Betty J. High, who acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:




Notary Public for Oregon
My commission expires: 10-8-93

After recording return to: Klamath Irrigation District, 6640 KID Lane, Klamath Falls, Oregon 97603.

MTC NO: 26248

EXHIBIT A
LEGAL DESCRIPTION

The following property being a portion of Sections 13 and 14, Township 39 South, Range 10, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the SW 1/16 corner of the said Section 14; thence South 01 degrees 18' 55" East, 1303.26 feet to the W 1/16 corner common to Sections 14 and 23 of said Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence South 89 degrees 02' 24" East 3904.25 feet to the Section corner common to Sections 13, 14, 23 and 24 of said Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence North 89 degrees 47' 55" East 1296.13 feet to the W 1/16 corner common to said Sections 13 and 24; thence North 2640 feet more or less to the C-W 1/16 corner of said Section 13; thence North 1320 feet more or less to the Northeast corner of said Government Lot 6; thence West along the North line of said Government Lot 6 (and said Government Lot 11 if applicable) to the mean high water line of Lost River; thence Southwesterly along the Northwesterly line of said (Government Lot 6 if applicable) Government Lots 11, 9 and 8, 5600 feet more or less to the Southwest corner of said Government Lot 8; thence South 89 degrees 28' 14" East 700 feet, more or less to the point of beginning. EXCEPTING THEREFROM that tract of land deed to the United States of America by Deed recorded September 25, 1912, Volume 38, page 27 and September 28, 1948 in Volume 225, page 269, Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 15th day
of Oct. A.D. 19 91 at 2:50 o'clock P. M. and duly recorded in Vol. M91
of Deeds on Page 21555

Evelyn Biehn County Clerk
By Pauline M. Anderson

FEE \$23.00

Return: MTC