

**AGREEMENT FOR EXCLUSION FROM KLAMATH IRRIGATION
DISTRICT AND RELEASE OF
WATER AND DRAINAGE RIGHTS**

This Agreement is made by and between Florence C. Lange
herein called Landowners, whether one or more, and the Klamath
Irrigation District, hereinafter called KID.

RECITALS

A. Landowners own land in Klamath County, Oregon, which
contains 1.20 acres of irrigable land, is Klamath County
Tax Assessor Account No. (s): 3909-10 BA-00900
Property Address: 3204 Altamont Dr. Klamath Falls OR and is
more particularly described as follows:

State of Oregon
County of Klamath
Altamont Acres 3rd Addition
Block 1, Lots N 14" Lot 16

B. Landowners' predecessors in interest agreed to be
included within the Klamath Irrigation District for the purpose
of receiving irrigation water and drainage services from KID and
the United States of America, by and through the Bureau of
Reclamation, Klamath Project.

C. Landowners no longer desire to be included in Klamath
Irrigation District and receive said services and pay the costs
thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the exclusion by KID of
Landowners' Land from the Klamath Irrigation District and the
release from KID's assessments, lien, collection and foreclosure
rights under Oregon Revised Statutes Chapter 545, Landowners and
Landowners' heirs, devisees, personal representatives, grantees,
vendees, successors and assigns, jointly and severally represent,
warrant, guarantee, covenant and agree with KID 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 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 KID, a recordable agreement from the owners and holders of such instrument or lien to be subordinate to the terms of this 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 do not have reasonable access to the system of irrigation works of the district, or have been permanently devoted to uses other than agriculture, horticulture, viticulture or grazing, or are subject to being irrigated from another source or, it is in the best interest of KID to exclude said land from assessment and from the benefits of the District.

(3) Landowners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in KID, including the right to receive irrigation water, the right to use the drainage system, and the right to vote in any District election.

(4) Landowners understand that by the execution of this Agreement, said lands may lose any right to receive water under State law because they acknowledge that the abandonment by nonuse of any prior right to receive water and by continued nonuse of water under this Agreement, the lands may fail to receive any future water rights. Landowners does hereby assign, quitclaim and transfer unto KID the water right, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of the Klamath Irrigation District as their attorney in fact to execute any and all documents which may be necessary to transfer said water right, and to exclude landowners' land from the District.

(5) Landowners do hereby recognize, ratify, grant and confirm the existence of all existing rights of KID or the United States 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 KID as now constructed and located upon or affecting Landowners' said property and do hereby grant unto KID and the United States right, right of way, easement and servitude for all percolation, seepage, leakage, overflow, flooding and any failure and lack of drainage which now exists or which at any time may hereafter occur or result from any irrigation or drainage facility on or near any part of the Landowners' said land.

(6) Landowners do hereby absolve, waive and release both KID 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.

(7) Landowners understand and agree that should they desire to be included in KID in the future, if such inclusion is possible, that before such request will be granted, 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.

(8) 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 KID and the United States of America, and their respective successors, grantees, transferees and assigns.

(9) 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 contained herein.

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

WITNESS their hands this 3rd day of December, 1993.

Florence Chambers
LANDOWNERS

STATE OF OREGON)
) ss
County of Klamath)

The foregoing instrument was acknowledged before this 3rd day of December, 1993, by Florence C. Chambers



Carol S. Hubbard
Notary Public for Oregon
My commission expires: 11.27.94

The foregoing instrument having been read and considered by the Board of Directors of KID 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 and accept the release to the District of the water and drainage rights which were appurtenant to said land.

NOW, THEREFORE, Klamath Irrigation District does hereby duly execute this Agreement this 9th day of December, 1993.

KLAMATH IRRIGATION DISTRICT

By Martin P. Chen
Its President

By D. A. Salem
Its Secretary

STATE OF OREGON)
County of Klamath) ss

On this 9th day of December, 1993, personally appeared Martin P. Chen and D. A. Salem, who, being duly sworn, did each say that Chen is the President and Salem is the Secretary of Klamath Irrigation District and that the seal affixed to this instrument is the official seal of said 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.



Candy E. Cherry
Notary Public for Oregon
My commission expires: 4/12/95

After recording return to: Klamath Irrigation District 6640 KID Lane, Klamath Falls, Oregon 97601.

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS - Page 4

STATE OF OREGON, COUNTY OF KLAMATH: ss

Filed for record at request of KID the 21st day of Dec. A.D. 19 93 at 3:55 o'clock P.M., and duly recorded in Vol. 493 of Deeds on Page 34138
By Evelyn Biehn County Clerk
By D. A. Salem

FEE \$25.00

the certain real property, with the covenants, conditions and appurtenances therein belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The SW1/4 of the NW1/4 of the SW1/4 of Section 7, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING THEREFROM the southerly 30 feet thereof deeded to Klamath County in deed recorded July 24, 1979 in Volume M79, page 17530 according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

MOUNTAIN TITLE COMPANY

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. E fore signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930. "to Have and to Hold the same unto the said grantee and grantees heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantees heirs, successors and assigns, that grantor is lawfully seized in fee simple and the above granted premises, free from all encumbrances except those of record and those apparent upon the land, if any, as the date of this deed

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

the true and actual consideration paid for this transfer, stated in terms of dollars is \$88,000.00
XX
XX
XX
XXXX ORS 30.930

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 12 day of DEC 1993 if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

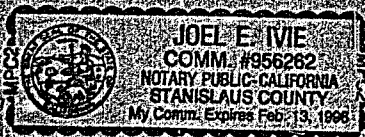
CALIFORNIA
STATE OF OREGON
County of STANISLAUS ss
DECEMBER 12 1993

GARY K. HALL
VICTORIA L. HALL

Personally appeared the above named
GARY K. HALL
VICTORIA L. HALL

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires: 02-13-96



STATE OF OREGON, County of _____ ss
The foregoing instrument was acknowledged before me this _____ day of _____ 19____ by _____ president, and by _____ secretary of _____

a _____ corporation, on behalf of the corporation.
Notary Public for Oregon
My commission expires: _____ (SEAL)

GARY K. HALL and VICTORIA L. HALL
2116 QUEBEC COURT
MODESTO, CA 95356

GERALD C. DE FABRIZIO and ELVA A. DE FABRIZIO
P.O. BOX 1184
LA QUINTA, CA 92253

GRANTEES NAME AND ADDRESS
GERALD C. DE FABRIZIO and ELVA A. DE FABRIZIO
P.O. BOX 1184
LA QUINTA, CA 92253

NAME AND ADDRESS ZIP
GERALD C. DE FABRIZIO and ELVA A. DE FABRIZIO
P.O. BOX 1184

NAME AND ADDRESS ZIP

STATE OF OREGON, _____ ss
County of Klamath
I certify that the within instrument was received for record on the 22nd day of December 19 93 at 9:25 o'clock P.M. and recorded in book M93 on page 34142 or as file/reel number 13181
Record of Deeds of said county.
Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk
Recording Officer
By _____ Deputy

Fees: \$30.00

thereof on file in the office of the County Clerk of Klamath County, Oregon.

MOUNTAIN TITLE COMPANY