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01-28-94A09-10 RCVD

Vol 94 Page 3034

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

This Agreement is made by and between Larry Johnson

herein called Landowners, whether one or more, and the Klamath  
Irrigation District, hereincalled KID.

**RECITALS**

A. Landowners own land in Klamath County, Oregon, which  
contains .56 acres of irrigable land, is Klamath County  
Tax Assessor Account No. (s) 3909-0302-03500  
3605 Boardman Avenue; and is  
more particularly described as follows:

State of Oregon  
County of Klamath

The West 76 feet of Lot 4, Block 2, of Altramont Acres according to the  
official plot thereof.

B. Landowners' predecessors in interest agreed to be  
included within the Klamath Irrigation District for the purpose  
of receiving irrigation water and draining 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.

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS - Page 1

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 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 any rights for membership in KID, excluding the right to receive irrigation for 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 the 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 do hereby assign, quitclaim and transfer for KID the water right, if any, or appurtenant to their land and do hereby revocably appoint the chairperson of the Directors of the Klamath Irrigation District as their attorney in fact to execute if any and the document 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 existing rights of KID for the United States affecting Landowners' said property, including, within limitation of this recital, for rights of way, easements and servitudes of the irrigation and drainage facilities for the United States or KID as now constructed and located prior to affecting Landowners' said property and do hereby grant unto KID and the United States upon right of way, easement and servitude for the percolation, seepage, leakage, overflow, flooding and the failure and lack of draining 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 for liability or for the damages or injuries to person or property which may have occurred or which may have occurred in the 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 require as a condition thereof to pay the assessments that have been exempted by this Agreement, plus the amount of all interest which may have been chargeable for payment of such assessments if they had 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.

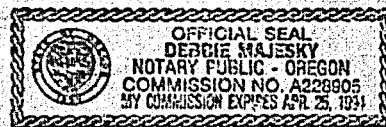
WITNESS their hands this 13 day of December, 1993.

Larry Johnson

LANDOWNERS

STATE OF OREGON )  
County of Lane ) ss  
Klamath )

The foregoing instrument was acknowledged before this 13 day of December, 1993, by Larry Johnson.



Debbie Majesky  
Notary Public for Oregon  
My commission expires: April 25, 1994



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 13th day of January, 1994.

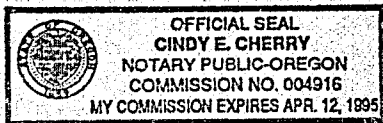
# KLAMATH IRRIGATION DISTRICT

By Martin D. Chin  
Its President

By David A. Solem  
Its Secretary

STATE OF OREGON           )  
                                  ) ss  
County of Klamath       )

On this 13th day of January, 1994, personally appeared Martin D. Chin and David A. Solem, who, being duly sworn did each say that Chin is the President and Solem 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.



Cindy 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 28th day of Jan A.D., 19 94 at 9:10 o'clock A M., and duly recorded in Vol. M94 of Deeds on Page 3034.

FEE \$25.00

Evelyn Biehn County Clerk  
By Carlene Mulkenlore