

AGREEMENT  
RELEASE OF WATER RIGHTS

This agreement is by and between KLAMATH BASIN IMPROVEMENT DISTRICT, referred to herein as KBID and M. Pease, Trustees referred to herein as Owner. Walter H. and Barbara

## WHEREAS:

Owner owns land more particularly described in Exhibit "A" attached hereto, in Klamath County, Oregon, referred to as Klamath County Tax Lot: 4010-0530-00900 Property Address: 11413 Hill Rd. Klamath Falls, OR

Owner or Owner's predecessors in interest agreed to be included within the KBID for the purposes of receiving services, including delivery of water pursuant to the contracts that KBID has with the United States of America by and through the Bureau of Reclamation, Klamath Irrigation District and other districts located within the Klamath Project. KBID is obligated by contract to the following district or districts, hereinafter referred to as Delivery Districts, regarding water delivery to Owner's land:  
N/A

Owner no longer desires to receive water deliveries and pay the costs thereof.

## IT IS THEREFORE AGREED:

## CONDITIONS

This agreement is conditioned upon Delivery Districts forgiving payments owed by KBID associated with such real property by reason of contractual obligation between KBID and Delivery Districts. It is agreed that KBID will cooperate with Owner as Owner makes such requests upon Delivery Districts.

This agreement is further conditioned upon all mortgage and lienholders consenting and agreeing with this agreement, and such mortgage and lienholders subordinating their interest to KBID herein.

This agreement is further conditioned upon all construction charges owed to the United States, acting by and through the Bureau of Reclamation have been paid in full.

A further condition of this agreement is approval of this agreement, and approval of resolution exempting the subject real property from assessments, by the Board of Directors of KBID.

## KBID agrees as follows:

1. Upon proper execution of this agreement by all parties, including Delivery Districts, Mortgage and lienholders, and Owner, and upon conditions to this agreement being met, KBID releases Owner from KBID assessments, lien, collection and foreclosure rights KBID has under Oregon law.

## OWNER agrees and represents as follows:

1. Owner are the sole owners and holders of the fee simple title to the subject real property, and have good right and title to enter into this agreement.

2. Owner hereby relinquishes, waives and releases all rights of membership and by virtue of being included in the boundaries of KBID, including waiving the right to vote, and receive irrigation water.

3. Owner understands that by entering into this agreement and Owner's failure to apply irrigation water by virtue of rights under KBID and the Klamath Project, Bureau of Reclamation, that Owner may be waiving and forfeiting water rights, including claims to water rights under the laws of the State of Oregon. Owner assigns, transfers and quitclaims to KBID all water rights, if any, appurtenant to the subject real property. Owner irrevocably appoints the Chairman of the Directors of KBID as attorney in fact for the purposes of transferring water rights and for exclusion of lands from KBID.

4. Owner hereby releases KBID, Delivery Districts, and the United States from any and all claims of liability for any damages or injuries to person or property which may have occurred or is presently occurring in connection with the ownership, operation or maintenance of the Klamath Project and district operations and assessments.

5. KBID makes no representations about the possibility of allowing the real property to be included in KBID water deliveries in the future. Owner understands and agrees that should Owner request inclusion into KBID in the future and such inclusion can be allowed, then Owner shall be required to pay all assessments that have been exempted herein, plus interest which would have been chargeable for nonpayment of such assessments if they had not been exempted herein, plus other conditions or assessments as then determined by the Board of Directors of KBID.

6. The restrictions, grants and agreements contained herein shall run with subject real property and shall bind all future owners thereof in perpetuity.

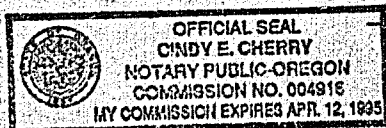
OWNER and KBID agree as follows:

1. This agreement is binding upon the heirs, successors and assigns of the respective parties.

This agreement is executed the 24<sup>th</sup> day of November, 1993.

OWNER: Walter M. Pease Barbara Pease  
STATE OF OREGON }  
County of Klamath } ss.

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of November, 1993, by Walter M Pease & Barbara M Pease.



Cindy E. Cherry  
Notary Public for Oregon  
My Commission expires: 4/12/95

KLAMATH BASIN IMPROVEMENT DISTRICT, by:

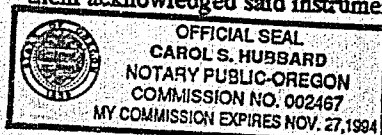
Warren W. HaughtCindy E. Cherry

STATE OF OREGON

County of Klamath

} ss.

On this 14<sup>th</sup> day of January, 1994, personally appeared Warren Haught and Cindy Cherry, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that latter is the secretary of Klamath Basin Improvement District and that said instrument was signed and sealed in behalf of said district by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:



Carol S. Hubbard  
Notary Public for Oregon  
My Commission expires: 11-27-94

After recording returns to: Klamath Basin Improvement District 6640 KID Lane, Klamath Falls, Oregon, 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of \_\_\_\_\_ A.D., 1994 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Vol. \_\_\_\_\_  
of \_\_\_\_\_ on Page \_\_\_\_\_

FEE \$ \_\_\_\_\_

County Clerk

By \_\_\_\_\_



KNOW ALL MEN BY THESE PRESENTS, That **BARBARA M. PEASE** Vol. m9/ Page 11100  
for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **WALTER H. PEASE** and

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of **KLAMATH**, State of Oregon, described as follows, to-wit:  
\*\*\*\* **WALTER H. PEASE AND BARBARA M. PEASE TRUSTEES OR THEIR SUCCESSORS IN TRUST, UNDER THE PEASE LOVING® TRUST DATED MAY 30, 1991, AND ANY AMENDMENTS THERETO.**

**Lot 2, CHALET VISTA, in the County of Klamath, State of Oregon.**  
**SUBJECT TO:**

1. Regulations of Klamath Irrigation District.
2. Restrictions as shown on the recorded plat of Chalet Vista.
3. Utility easements as delineated on the recorded plat along the side and back lot lines being 16 feet wide.
4. Set back provisions as delineated on the recorded plat, 50 feet from the front and side lot lines.
5. Covenants, easements and restrictions, recorded August 28, 1974 in Book M-74 at page 10502.
6. An easement recorded June 20, 1979 in Book M-79 at page 14572 in favor of Richard N. Shuck & Kathryn A. Shuck for 25 foot wide easement along Eastern border of Lot 1 from Hill road to Southeast corner of Lot 2.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.  
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.  
However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which) the whole consideration consists of or includes other property or value given or promised which is the whole consideration  
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 30th day of MAY, 1991, if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE 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.

Walter H. Pease  
**WALTER H. PEASE**  
Barbara M. Pease  
**BARBARA M. PEASE**

STATE OF OREGON, County of KLAMATH  
This instrument was acknowledged before me on MAY 30, 1991,  
by WALTER H. PEASE & BARBARA M. PEASE  
This instrument was acknowledged before me on       , 19      ,  
by         
as         
of       

James H. Smith  
**JAMES H. SMITH**  
Notary Public for Oregon  
My commission expires 10/31/91

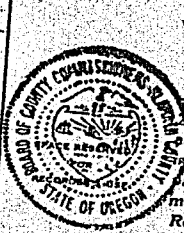
GRANTOR'S NAME AND ADDRESS  
**WALTER H. & BARBARA M. PEASE**  
**11413 HILL ROAD**  
**KLAMATH FALLS, OR 97603**

GRANTEE'S NAME AND ADDRESS  
**WALTER H. & BARBARA M. PEASE**  
**11413 HILL ROAD**  
**KLAMATH FALLS, OR 97603**

After recording return to:  
**JAMES H. SMITH, ESQ.**  
**1017 N. RIVERSIDE, SUITE 116**  
**MEDFORD, OR 97501**

NAME, ADDRESS, ZIP  
**WALTER H. & BARBARA M. PEASE**  
**11413 HILL ROAD**  
**KLAMATH FALLS, OR 97603**  
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.



STATE OF OREGON, ss.  
County of Klamath  
I certify that the within instrument was received for record on the 30th day of June, 1991, at 12:20 o'clock P.M., and recorded in book/reel/volume No. M91 on page 11100 or as fee/file/instrument/microlim/reception No. 30486.  
Record of Deeds of said county.  
Witness my hand and seal of County affixed.  
Evelyn Biehn County Clerk  
NAME  
By Pauline M. Miller Deputy  
TITLE

Fee \$28.00

STATE OF OREGON: COUNTY OF KLAMATH: ss.  
Filed for record at request of Feb A.D. 19 94 at 9:05 o'clock AM., and duly recorded in Vol. M94 day 3rd of Deeds on Page 3886  
FEE \$25.00  
Evelyn Biehn County Clerk  
By Pauline M. Miller