

76907

03-02-94A09:11 RCVD

Vol 94 Page 6477

AGREEMENT  
RELEASE OF WATER RIGHTS

This agreement is by and between KLAMATH BASIN IMPROVEMENT DISTRICT, referred to herein as KBID and Dennis and Becky Elvin referred to herein as Owner.

WHEREAS:

Owner owns land more particularly described in Exhibit "A" attached hereto, in Klamath County, Oregon, referred to as Klamath County Tax Lot: 3910-2620-00701

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:  
Enterprise Irrigation Dist.

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 properly 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 1<sup>st</sup> day of February, 1994

OWNER:

Dennis C. Elvin

Becky Elvin

STATE OF OREGON

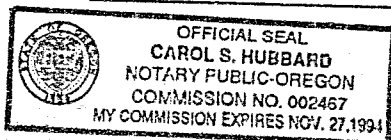
County of Klamath

]

]

ss.

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February, 1994, by Dennis C. Elvin and Becky Elvin



Carol S. Hubbard

Notary Public for Oregon

My Commission expires: 11-27-94

6479

KLAMATH BASIN IMPROVEMENT DISTRICT, by:

STATE OF OREGON

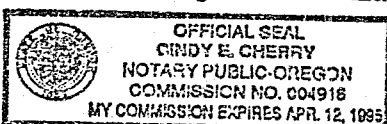
County of Klamath

Director

] ss.

Warren W. Hamler  
President

On this 15<sup>th</sup> day of February, 1994, personally appeared  
Scott Balin and Warren Hamler, who, being duly sworn, each  
 for himself and not one for the other, did say that the former is the Director and that  
 latter is the President 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:

Cindy E. Cherry  
Notary Public for Oregon

My Commission expires: 4/12/95

After Recording return to: Klamath Basin Improvement District 6643 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 \_\_\_\_\_

## 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 agreement, in consideration of the exemption of said lands from future assessments of KBID, do hereby subordinate such interest and liens to the terms and conditions of the Agreement to which this is attached and agree they shall be bound by the same.

KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

James D. Bocchi

James D. Bocchi, President

Gerald V. Brown

Gerald V. Brown, Sr. Vice President

STATE OF OREGON

}  
}ss.  
}

County of Klamath

On this 31st day of January, 1994, personally appeared James D. Bocchi and Gerald V. Brown, who, being duly sworn, each for himself and not one for the other, did say that the former is the resident and that latter is the secretary of Klamath First Federal S & L Assn. 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:

Linda S. Clement  
Notary Public for Oregon

My Commission expires: 9-22-94

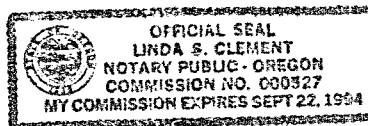


EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 3 of Minor Land Partition NO. 7-89, as filed in the Klamath County Engineers Office, more particularly described as follows:

A tract of land in Lot 2, "FLAT OF JUNCTION ACRES," according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the SW 1/4 SE 1/4 of Section 6 and the NW 1/4 NE 1/4 of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Westerly right of way line of Vale Road, from which the East 1/16 corner on the North line of said Section 7 bears North 07 degrees 05' 57" East 249.22 feet; thence North 00 degrees 10' 47" East, along said Westerly right of way line, 268.74 feet to a point of the North line of said Lot 2; thence South 88 degrees 51' 00" West, along said North line, 25.54 feet to the Northeast corner of Parcel 1 of said Minor Land Partition No. 7-89, on the North line of said Lot 2, and being on the centerline of the Enterprise Irrigation District Canal; thence along the centerline of said Canal; South 16 degrees 05' 54" West 109.27 feet and South 04 degrees 55' 05" West 79.00 feet; thence South 74 degrees 27' 33" East 298.57 feet to the point of Beginning and with bearings based on recorded Survey No. 4824.

# Enterprise Irrigation District

6482

4806 Highway 39

Klamath Falls, Oregon 97603

(503) 884-4986

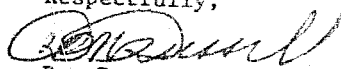
February 2, 1994

KBID  
% Cindy  
6640 K.I.D. Lane  
Klamath Falls, Or. 97603

Dear Cindy,

Concerning the KBID property of Dennis & Becky Elvin at 2810 Vale Rd, in Enterprise Irrigation Districts boundaries; a parcel of .11 acres, Map# 3910-6D-701, Enterprise Irrigation District has no opposition to the exclusion of this property.

Respectfully,



Don Russell, Manager

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of March A.D., 19 94 at 9:11 o'clock A.M., and duly recorded in Vol. M94  
of \_\_\_\_\_ Deeds on Page 6477.

FEE \$35.00

Evelyn Biehn County Clerk

By Don Russell

DR/mr