

AGREEMENT  
RELEASE OF WATER RIGHTS

This agreement is by and between KLAMATH BASIN IMPROVEMENT DISTRICT, referred to herein as KBID and Cristy McAuliffe 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: 4012-3100-00400

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:  
Shasta View 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 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 13<sup>th</sup> day of April, 1993.

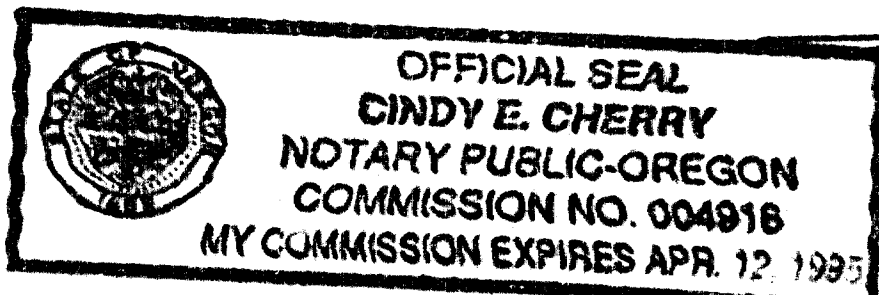
OWNER: [Signature]

STATE OF OREGON

County of Klamath

} ss.  
}

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of April, 1993, by Cindy E. Cherry



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

] ss.  
]

County of Klamath

On this 5<sup>th</sup> day of May, 1994, personally appeared WARREN W. HAUGHT and CINDY E. 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:



OFFICIAL SEAL  
CAROL S. HUBBARD  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 002467  
MY COMMISSION EXPIRES NOV. 27, 1994

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

After recording return 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 \_\_\_\_\_

## EXHIBIT "A"

'80 OCT 15 PM 1 42

5 premises, situated in Klamath County, Oregon, to-wit:

6 NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 6, Township 41 South, Range 12 E.W.M.  
 7 SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 31, and a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 31,  
 8 Twp. 40 S., R. 12 E.W.M., more particularly described as follows:  
 9 Beginning at an iron pin on the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said  
 10 Section 31; thence North along the West line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Sec.  
 11 31 a distance of 1320.0 feet to an iron pin on the Northwest corner of the  
 12 SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Sec. 31; thence East along the North line of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of  
 13 said Sec. 31 a distance of 330 feet, more or less, to the Easterly right-  
 14 of-way line of Shasta View Unit No. 4 Canal; thence Southerly and Westerly  
 15 along the Easterly and Southerly right-of-way line of said canal to its  
 16 intersection with the point of beginning, all in Twp. 40 S., R. 12 E.W.M.  
 17 Government Lots 1 and 2 and SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Sec. 6, Twp. 41 South, Range 12  
 18 E.W.M., EXCEPT the following described tract: The South 30 feet of Gov-  
 19 ernment Lot 2; and that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  particularly described as  
 20 follows: Beginning at the Southwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , and running  
 21 thence East along the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$  to its point of inter-  
 22 section with the Northerly right-of-way line of the County Road, as now  
 23 laid out and established; thence Northerly along said Northerly right-of-  
 24 way line to its point of intersection with a line 30 feet North, measured  
 25 at right angles, of the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence West, parallel  
 26 with the South line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ , to the West line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
 27 thence South 30 feet to the point of beginning; and Lots 2, 3 and 4 of  
 28 Sec. 31, Twp. 40 S., R. 12 E.W.M.

18 SUBJECT TO: Acreage and use limitations under provisions of the U. S.  
 19 Statutes and regulations issued thereunder; Liens and assessments of  
 20 Klamath Project and Shasta View Irrigation District, and regulations,  
 21 contracts, easements and water and irrigation rights in connection there-  
 22 with; Trusteeship for easements, rights-of-way, or conveyances in Shasta  
 23 View Irrigation District, recorded May 9, 1945, in Mortgage Vol. 91 at  
 24 page 573, Records of Klamath County, Oregon, as modified by a Partial  
 25 Release recorded Sept. 26, 1949, in Mortgage Vol. 129 at page 95, Records  
 26 of Klamath County, Oregon; Rights-of-way to The California Oregon Power  
 27 Company, a California Corporation, recorded July 6, 1945, in Deed Vol.  
 28 177 at page 479, Records of Klamath County, Oregon, and recorded July 16,  
 29 1945, in Deed Vol. 177 at page 473, Records of Klamath County, Oregon;  
 Water Users Contract recorded Nov. 21, 1949, in Mortgage Vol. 129 at page  
 605, Records of Klamath County, Oregon; Lien claimed by U. S. A. by De-  
 partment of Agriculture, Farmers Home Administration, by virtue of a  
 Water Facilities Loan Agreement, against land within boundaries of Shasta  
 View Irrigation District, recorded April 24, 1951, in Mechanic Lien Book  
 11 at page 7, Records of Klamath County, Oregon; Rights of the public in  
 and to that portion of the herein described property lying within the  
 limits of roads and highways; Mortgage, recorded Feb. 26, 1962, in  
 Mortgage Vol. 209 at page 139, Records of Klamath County, Oregon, which  
 said mortgage grantee does not assume and grantors covenant and agree to  
 hold grantee harmless therefrom.



15912

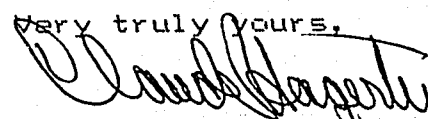
SHASTA VIEW IRRIGATION DISTRICT  
P.O. BOX 46  
MALIN, OR 97632

Chris McAuliffe  
Paygr Way  
Malin, OR 97632

Dear Chris:

Regarding the acreage described by tax lot number  
4012-3100-400, Shasta View Irrigation District hereby  
agrees to release water rights on the .20 acre lot.

Very truly yours,



SHASTA VIEW IRRIGATION DISTRICT,  
PRESIDENT, CLAUDE HAGERTY

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of KID the 20th day  
of May A.D., 19 94 at 10:31 o'clock A M., and duly recorded in Vol. M94  
of Deeds on Page 15908

FEE \$30.00

Evelyn Biehn County Clerk  
By Queline Millender