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12-08-94P02:25 RCVD

10-21-94A10:23 RCVD

Vol m94 Page 37333

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

This Agreement is made by and between KLAMATH COUNTY
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 _____ acres of irrigable land, is Klamath County
Tax Assessor Account No. (s): _____; and is
more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

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.

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS - Page 1

Please return to Public Works Dept., when recorded

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.

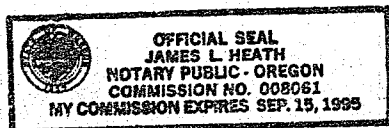
This Agreement shall take effect upon the approval of same by the Board of Directors of KID, and the adoption of the Resolution exempting said land from the assessments of said District.

WITNESS their hands this 17 day of Oct., 1994.

Earl E. Kessler
Klamath County
LANDOWNERS

STATE OF OREGON)
) ss
County of Klamath)

The foregoing instrument was acknowledged before this 17th day of OCTOBER, 1994, by EARL E. KESSLER.




James L. Heath
Notary Public for Oregon
My commission expires: 9-15-95

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.

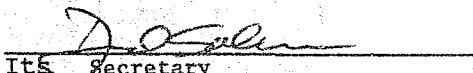
NOW, THEREFORE, Klamath Irrigation District does hereby duly execute this Agreement this 13 day of October, 1994.

KLAMATH IRRIGATION DISTRICT

By

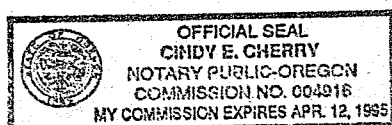

 Its President

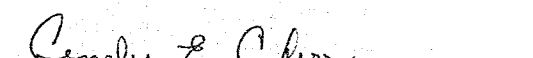
By


 Its Secretary

STATE OF OREGON)
) ss
 County of Klamath)

On this 13th day of October, 1994, personally appeared Steven L. Kandra and David A. Solem, who, being duly sworn did each say that Kandra 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.




 Notary Public for Oregon
 My commission expires: 4/12/95

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

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 KID, does hereby subordinate such interest and liens to the terms and conditions of the Agreement and agrees to be bound by the same.

(Print Name)

By _____
(Signature)

By _____
(Signature)

STATE OF OREGON)
) SS
County of Klamath)

This instrument was acknowledged before me on _____, _____, by _____ and _____, duly authorized officers of _____, on behalf of whom this instrument was executed.

NOTARY PUBLIC FOR OREGON
My commission expires:

- 1) 3909-10CB-01100
Altamont Ranch Tracts
Por W2 Lot 12 .13 ac
- 2) 3909-10CB-00201 s/e 01201
Altamont Ranch Tracts
Por W2 Lot 12 1.45 ac
- 3) 3909-10CC-00201
Altamont Ranch Tracts
Por Tract 13 & 14 .28 ac
- 4) 3909-10CC-00300
Altamont Ranch Tracts
Por Lot 13 & 14 .30 ac
- 5) 3909-15BC-00502
Altamont Small Farms
Por Lot 1 .28 ac
- 6) 3909-15BC-00601
Altamont Small Farms
Por Lot 1 .31 ac
- 7) 3909-15BC-00701
Altamont Small Farms
W 65' Lot 2 .69 ac
- 8) 3909-15BC-01301
Altamont Small Farms
Wly 65' fo the Wly 264'
Lot 3 .69 ac
- 9) 3909-15CB-01000
Altamont Small Farms
Lot 8 N2 less E140' 1.60 ac
- 10) 3909-15CB-01100
Altamont Small Farms
Por S2 Lot 8 .22 ac
- 11) 3909-15CB-01200
Altamont Small Farms
Por Lot 8 .29 ac
- 12) 3909-15CB-01300
Altamont Small Farms
Por S2 Lot 8 .09 ac
- 13) 3909-15CB-01400
Altamont Small Farms
E 462.2' of S2 Lot 8 1.60 ac
- 14) 3909-15CB-01500
Altamont Small Farms
E 140' of N2 Lot 8 .60 ac
- 15) 3909-3600-0080X
Por R/W along Old Midland Rd
.35 ac
- 16) 4009-0100-0200X
Por R/W along Cross Rd
.93 ac

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County the
 of Oct A.D., 19 94 at 10:23 o'clock A M., and duly recorded in Vol
 of Deeds on Page 32758

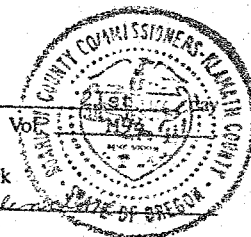
FEE none

INDEXED

Evelyn Biehn

By

County Clerk



- | | |
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-RE-RECORDED TO CORRECT PORTION OF LEGAL DESCRIPTION ON (2)-

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County the 8th day
of Dec A.D. 19 94 at 2:25 o'clock P M., and duly recorded in Vol. M94
of Deeds on Page 37333

FEE \$none

Evelyn Biehn
By *Evelyn Biehn* County Clerk