

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

This Agreement is made by and between Derrald Lee Wise

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 1.10 acres of irrigable land, is Klamath County
Tax Assessor Account No.(s): 3909-03DC-05900
Property Address: 2805 Altamont Dr. Klamath Falls, OR 97603; and is
more particularly described as follows:

State of Oregon

County of Klamath

Altamont Acres, Block 3, Lot 5

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.

96 MAR 22 P1:36

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.

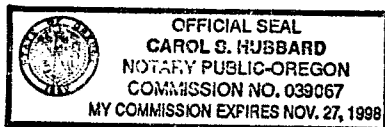
WITNESS their hands this 21st day of February, 1996.

Derrald Lee Wise
Derrald Lee Wise

LANDOWNERS

STATE OF OREGON)
) ss
County of Klamath)

The foregoing instrument was acknowledged before this 21st day of February, 1996, by Derrald Lee Wise.



Carol S. Hubbard
Notary Public for Oregon
My commission expires: 11-27-98

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 14th day of March, 1996.

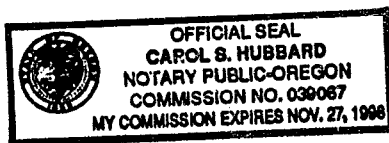
KLAMATH IRRIGATION DISTRICT

By [Signature]
Its President

By [Signature]
Its Secretary

STATE OF OREGON)
) ss
County of Klamath)

On this 14th day of March, 1996, personally appeared Steve Kandra and David A. Solem, who, being duly sworn did each say that Steve Kandra is the President and David A. 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.



[Signature]
Notary Public for Oregon
My commission expires: 11-27-98

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

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath Irrigation District the 22nd day of March, A.D., 1996 at 1:36 o'clock PM., and duly recorded in Vol. M96 of Deeds on Page 7957.

FEE \$25.00

Bernetha G. Letsch, County Clerk
By [Signature]

OREGON HEALTH DIVISION
CENTER FOR HEALTH STATISTICS

STATE OF OREGON
OREGON STATE HEALTH DIVISION
DEPARTMENT OF HUMAN RESOURCES

85-119640

5416

Vital Records Unit
CERTIFICATE OF DEATH

Local File Number		State File Number	
1 DECEASED - NAME First Middle Last Ruth Elaine DeWitt		2 DATE OF DEATH (month day year) October 28, 1985	
3 RACE White Black American Indian etc. (specify) White	4 SEX Female	5a AGE - Last birthday (years) 56	5b Under 1 year month day 56
6 CITY, TOWN OR LOCATION OF DEATH Portland		7a HOSP OR INST. indicate DOA OP Emer. Rm. Inpatient (Specify) Inpatient	
7b HOSPITAL OR OTHER INSTITUTION - NAME (If not in emer. give street and number) Emanuel Hospital		7c COUNTY OF DEATH Multnomah	
8 STATE OF BIRTH (If not in U.S.A. name country) North Dakota	9 CITIZEN OF WHAT COUNTRY U.S.A.	10 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married	11 SPOUSE (If married widowed) Fred D. DeWitt
12 SOCIAL SECURITY NUMBER 502-18-9934		13 USUAL OCCUPATION (Give kind of work done during most of working life even if retired) Homemaker	
14a RESIDENCE - STATE Oregon		14b Own Home	
15a COUNTY Washington	15b CITY, TOWN, OR LOCATION Tigard	15c STREET AND NUMBER OR R.F.D., ZIP 14845 S.W. 133rd	15d 97223
16 FATHER NAME first middle last Emory Veaver Johnson		17 MOTHER NAME first middle last Selma Marie Caroline Uhlhorn	
18a BIRTH, CREMATION, REMOVAL, MAUS. (Specify) Burial		18b CEMETERY OR CREMATORY NAME St. Paul Lutheran Cemetery	
19a Sherwood, Oregon		19b	
20a NAME AND ADDRESS OF FACILITY Youn's Funeral Home 11831 S.W. Pacific Hwy. Tigard, Oregon 97223		20b DATE SIGNED (Mo Day Yr) 11/4/85	
21a NAME AND ADDRESS OF CERTIFIER Keith S. Hansen, M.D. 265 N. Broadway Portland, Oregon 97227		21b HOUR OF DEATH 8:10 P M	
22a DATE RECEIVED BY REGISTRAR (Mo Day Yr) NOV 5 1985		22b REGISTRAR Arthur W. Bloom	
23 PART I IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) (a) Cardiopulmonary arrest DUE TO OR AS A CONSEQUENCE OF (b) Malignant lymphoma DUE TO OR AS A CONSEQUENCE OF (c)		24 AUTOPSY (Specify Yes or No) No	
25 PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a) None		26 WAS MEDICAL EXAMINER NOTIFIED (Specify Yes or No) No	
27a ACCIDENT (Specify Yes or No) No	27b DATE OF INJURY (Mo Day Yr) None	27c HOUR OF INJURY None	27d DESCRIBE HOW INJURY OCCURRED None
28a INJURY AT WORK (Specify Yes or No) No	28b PLACE OF INJURY - At home farm street factory office building etc. (Specify) None	28c LOCATION None	28d STREET OR R.F.D. NO None
28e CITY OR TOWN None	28f STATE None	28g	

ORIGINAL-VITAL STATISTICS COPY

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON STATE HEALTH DIVISION.

JAN 16 1992

DATE ISSUED

EDWARD J. JOHNSON II
STATE REGISTRAR

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Alan Dewitt the 22nd day of March A.D., 19 96 at 1:36 o'clock P M., and duly recorded in Vol. M96 of Deeds on Page 7961.

FEE \$10.00

Return: Alan Dewitt
14845 SW 133rd Avenue
Tigard, Oregon 97224

By Bernetha G. Letsch
Bernetha G. Letsch, County Clerk