

AGREEMENT RELEASE OF WATER RIGHTS

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This agreement is by and between KLAMATH BASIN IMPROVEMENT DISTRICT, referred to herein as KBID and ________ Jerry 0. and Elizabeth Anderson Anderson Loving Trust referred to herein as Owner

WHEREAS:

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Owner owns land more particularly described in Exhibit "A" attached hereto, in Klamath County, Oregon, referred to as Klamath County Tax Lot: 3909-01BD-01900

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 District (S)

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:

Agreement/release of water rights

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 inc 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 ex	ecuted that 12th day of Jan, 1998.
OWNER:	Sin Zunte Heiflerth Cudeum Studee
STATE OF OREGON	
County of Klamath] SS.
The foregoing instrum, 1998_, by j	nent was acknowledged before me this <u>12t</u> day of herry O. & Elizabeth A. Anderson
OFFICIAL SEAL LAURIE J. HANLEY NOTARY PUBLIC-OREGON COMMISSION NO. 203661 MY COMMISSION EXPIRES AUG. 7, 2001	Notary Public for Oregon My Commission expires: Aug. 7, 2001
Agreement/release of water rights Page 2.	

KLAMATH BASIN IMPR	OVEMENT DIST	TRICT, by:	
Warren W.H.	anger	- Cendy EC	Alling
STATE OF OREGON]		(
County of Klamath]ss.]		
On this <u>26</u> day <u>Unergen</u> <u>W. Haught</u> for himself and not one for latter is the secretary of KI signed and sealed in behal them acknowledged said in <u>OFFICIAL SEAL</u> CAROL S. HUBBAR	amath Basin Impr f of said district by astrument to be its	ovement District and the v authority of its board of voluntary act and deed. <u>wast</u> D. Acca Notary Public for Cre	at said instrument was of directors; and each of Before me: Marcal gon
NOTARY PUBLIC-OREC COMMISSION NO. 0390 MY COMMISSION EXPIRES NOV.	ION	My Commission expire	res: //-27-98
After recording return to: Klemi	ili Bish Improvement	District 6640 KiD Lane, Klar	math Fails, Oregon, 97603
STATE OF OREGON: COUN	ITY OF KLAMATH	33.	
Filed for record at request of		th	e day
of A.D	, 199 <u>8</u> on	o'clock M., and duly n	ecorded in Vol,
FEE \$		County	Cierk
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EXHIBIT "A"

Map & Tax Lot \$3909-01BD-01900

State of Oregon

County of Klamath

TWP 39 RNGE 09, Block Sec 1, Tract POR N2SE4NW4

KBID assesses: 3.56 acres

FROM : Panasonic FAX SYSTEM

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ENTERPRISE IRRIGATION DISTRICT "WATER-OUR PLANET'S FUTURE." VOICE: 541.884.4986 FAX: 541.884.2160

February 3, 1998

Klamath Basin Improvement District 6640 K.I.D Lane Klamath Falls, Or. 97603

Dear K.B.I.D. Board:

Enterprise Irrigation District has no objection for Jerry & Elizabeth Anderson to remove their land on Map#3909-001BD-1900, of 3.56 acres off the assessment rolls of Klamath Basin Improvement District.

Respectfully,

Bill Essig, E.I.D. Board President

Bill Energ

BE/mr

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for n	ecord at request of	KBID	the	0-3	
of	March	A.D., 19 98at2:55o'clock	P. M. and duly recorded	in Vol X09	day
	0	fDeeds	on Page 6735	III 40!. <u></u>	7
FEE	\$30.00	F	By Kathlun Kaca	, County Clerk	

4808 Highway 39 • Klamath Falls, Oregon 97603