

59149

Vol. 198 Page 18769

P. 2

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

This Agreement is made by and between Robert W. and Rachel Moll and Robert C. and Marilyn Moll 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 7.90 acres of irrigable land, is Klamath County Tax Assessor Account No. (s): 3909-10CA-04200 Situs Address: 3113 Bristol Ave., Klamath Falls, Oregon; and is more particularly described as follows:

State of Oregon

County of Klamath

Altamont Acres 3rd Addition, Block 5, Lot 10-16, Mult. Ms's #

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

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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 operated and maintained by KID, 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 agree that KID and the United States each now own, have and hold and shall continue to own, have and hold a prescriptive right, right of way, easement and servitude for all percolation, seepage, leakage, overflow, flooding or any failure or lack of drainage which now exists or which at any time heretofore has occurred or resulted from any irrigation or drainage facility now constructed or in existence on or near any part of the Landowners' said premises.

(6) Landowners do hereby absolve, waive and release both KID and the United States from any and all claims of liability

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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 13 day of April, 1998

Robert M. Mall
LANDOWNERS

Rachel Mall
LANDOWNERS

STATE OF OREGON)
County of Klamath) ss

The foregoing instrument was acknowledged before this _____ day of _____, 19____, by _____

Notary Public for Oregon
My commission expires:

SEE ATTACHED CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT
AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS - Page 3

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

18772

State of CALIFORNIA

County of RIVERSIDE

On 4/13/98

DATE

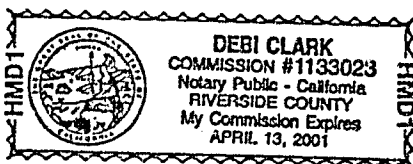
before me, DEBI CLARK, NOTARY PUBLIC

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared *RICHARD W. MOLL AND RACHEL MOLL*

NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debi Clark

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

AGREEMENT / EXCLUSION FROM KLAMATH
TITLE OR TYPE OF DOCUMENT
IRRIGATION DIST & RELEASE OF
WATER & DRAINAGE RIGHTS
5 (SIGNED p3)

NUMBER OF PAGES

4/13/98

DATE OF DOCUMENT

NONE

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

18773

State of California

County of Los Angeles

On 41 15 198

Date

before me, Mary C. Bullets

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

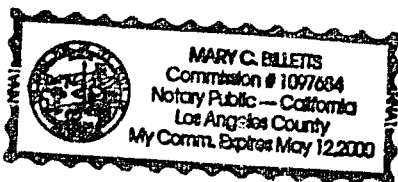
personally appeared Robert C and Marilyn Moll

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary C. Bullets
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Exclu. from Klamath Irrigation / Drainage Rights Release of

Document Date: none - Signed 41 15 198 Number of Pages: 5

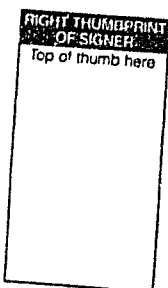
Signer(s) Other Than Named Above: none appearing before me

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☒ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

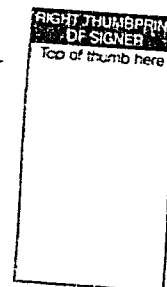
Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



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 15 day of APRIL, 1998.

Robert C. Moore
LANDOWNERS

Marilou Moore
LANDOWNERS

STATE OF OREGON)

County of Klamath)

ss SEE ATTACHED

The foregoing instrument was acknowledged before this _____ day of _____, 19____, by _____.

Notary Public for Oregon
My commission expires:

18775

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 May, 1998.

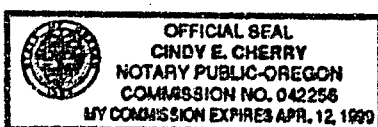
KLAMATH IRRIGATION DISTRICT

By [Signature]
Its President

By [Signature]
Its Secretary

STATE OF OREGON)
County of Klamath) ss

On this 14th day of May, 1998, personally appeared Steven Kandra and Dave Solomon did each say that Kandra is the President and Solomon 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.



Cindy E. Cherry
Notary Public for Oregon
My commission expires: 4/12/99

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

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS - Page 4

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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.

ROBERT W. MOLL + RACHEL MOLL
(Print Name)

By Robert W. Moll 4/13/98
(Signature)

By Rachel Moll 4/13/98
(Signature)

STATE OF OREGON)
County of Klamath) SS

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: _____

ATTACHED CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIACounty of RIVERSIDEOn 4/13/98

DATE

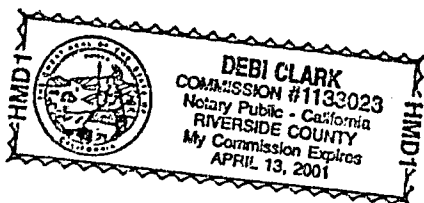
before me, DEBI CLARK, NOTARY PUBLIC

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared * ROBERT W. MOLL AND RACHEL MOLL *

NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Debi Clark

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☒ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(ES)

DESCRIPTION OF ATTACHED DOCUMENT

SUBORDINATION AGREEMENT

TITLE OR TYPE OF DOCUMENT

5 (SIGNED P.5)

NUMBER OF PAGES

4/13/98

DATE OF DOCUMENT

NONE

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

18778

State of California
 County of Los Angeles
 On 4/15/98 before me, Mary C. Billetts
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Robert C. and Marilyn Moll
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary C. Billetts
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subordination Agreement

Document Date: None. Sign - 4/15/98 Number of Pages: _____

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

P.O. 11

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.

ROBERT C + MARILYN ~~W.~~ MOLO
(Print Name)

By Robert C. Ince
(Signature)

By Marilyn Mace
(Signature)

STATE OF OREGON

County of Klamath

SEE ATTACHED

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

NOTARY PUBLIC FOR OREGON
My commission expires:

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS - Page 5.
E OF OREGON: COUNTY OF KLAMATH.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath Irrigation District
of June A.D., 19 98 at 1:36 o'clock P. M., and duly recorded in Vol. M98
of Deeds on Page 18769
FEE \$60.00

FEE \$60.00

By Kathleen Roes Bernetha G. Letsch, County Clerk