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192 Page 3

**AGREEMENT FOR RELEASE OF WATER AND DRAINAGE IRRI GATION
DISTRIBUTION AND RECEIPE OF
WATER AND DRAINAGE RIGHTS**

This Agreement is made by and between Ronnie Joe Brandner
 3530 Bristol, Klamath Falls, OR 97601
 herein called Landowners, whether one or more, and the Klamath
 Irrigation District, herein called KID.

RECITALS

A. Landowners own land contains .21 acres in Klamath County, Oregon, which of irrigable land is Klamath County Tax Assessor Account No. (s) 3-08-110-02730 located at ; and is more particularly described as follows:

STATE OF OREGON

COUNTY OF KLAMATH

Block 1, Acres 2nd addition
 Block 3, Lot 1 P.R.
 M91-17925

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 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 349, Landowners and Landowners' heirs, devisees, 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.

If said lands are subject to or of sale or other title upon them to KID, a recordable agreement or such instrument or lease to be made by KID, mortgagee, contract with landowners, agree to furnish from the owners and holders of such lands or said lands from any of and owners 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 Hananah 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 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.

with the ownership of the Klamath Project.

(7) Landowner 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.

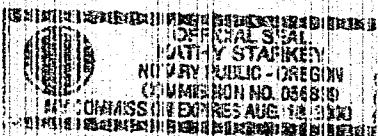
(9) Landowners do hereby acknowledge that they have read all of the foregoing instrument and consent and agree to each of the representations, warranties, covenants, and agreements contained herein.

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 10th day of December,
1998.

STATE OF OREGON)
County of Klamath) ss

The foregoing instrument was acknowledged before this 10th day of December, 1998, by KATHY STARKER.



KATHY STARKER
Notary Public for Oregon
My commission expires:

2896

The foregoing
the Board of Directors
Directors and said
the representation
the landowners the
Klamath Irrigation
order that the above
of the assessments
District of the wa
to said land

Instrument having been read and considered by
ors of the Board at a meeting of said Board of
Directors in consideration of all of
warranties, covenants and agreements made by
ein duly moved, seconded and voted that:
District approve and agree to the same and did
e described lands be exempted from the payment
of the District and accept the release to the
er and drainage rights which were appurtenant
to said land

NOW, THEREFORE
execute this Agreement this
19th day of January,

Klamath Irrigation District does hereby duly

KLAMATH IRRIGATION DISTRICT

B. *[Signature]*
B. *[Signature]*

STATE OF OREGON
County of Klamath

ss.

On this 14th day of January, 1974, personally
appeared *Shane K. Lee*,
Dale Johnson, who, being duly sworn
did each say that *Shane K. Lee*
Dale Johnson is the *Seal* *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.

Shane K. Lee
My Commission expires: 11/15/99



OFFICIAL SEAL
CONSTANCE CHERRY
NOTARY PUBLIC - OREGON
COMMISSION NO. 64225
MY COMMISSION EXPIRES APRIL 1999

Notary Public for Oregon

My Commission expires: 11/15/99

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

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS - Page 4

STATE OF OREGON COUNTY OF KLAMATH

Filed for record at request of

on January A.D. 1993 at

11:14 A.M. on Page 2893

in the County of Klamath.

the 27th day of

February, 1993.

FEE \$25.00

Linda Smith, County Clerk
Linda Smith, Clerk