

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

This Agreement is made by and between Jack & Nancy Sexton/Country Boy Meats
905 Old Midland Rd Klamath Falls, OR 97603
 herein called Landowners, whether one or more, and the Klamath Irrigation District, herein called KID.

RECITALS

A. Landowner's own land in Klamath County, Oregon, which contains 9.35 acres of irrigable land, is Klamath County Tax Assessor Account No. (s) : 4110-0300-00100 4110-0300-00300 4110-0300-00400 4110-0300-00500; and is more particularly described as follows:

State of Oregon

County of Klamath

4110-0300-00100	or Lot 2	2.15 ac.	M89-3506
4110-0300-00300	or Lot 2	1.75 ac.	M95-2278
4110-0300-00400	or Lot 3	2.50 ac.	M89-3596
4110-0300-00500	or NE4 ly Ely of River S N of Canal	2.95 ac.	M89-3596

B. Landowner's 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. Landowner's 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.

If said lands are subject to any trust deed, mortgage, contract or sale or other instrument executed by the landowners, or if upon the land the landowners agree to furnish such instrument to KID, a recordable instrument shall be executed by the landowners and helders of such instrument to be subordinate to the terms of this Agreement but the failure of landowners to so secure such Agreement shall not release 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 ownership 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 work 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 their land and do the Directors of attorney in fact necessary to transfer said water right, if any, appertaining to KID the water right, if any, appertaining to hereby irrevocably appoint the chairperson of the Klamath Irrigation District as their 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 the servitudes for all irrigation and drainage facilities of the United States 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 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, absolutely, waive and release both KID and the United States from any and all claims of liability

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 to pay all assessments that have been exempted by this Agreement, plus the amount of all assessments if they had not been exempted by this Agreement.

(8) Landowners' representations, warranties, covenants, and agreements herein set forth are covenants running with land and each and every part and parcel thereof ever 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.

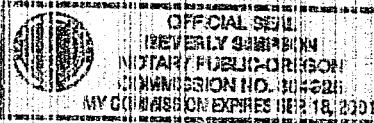
This Agreement shall take effect upon the approval of same by the Board of Directors of KID, and the adoption of the Resolution exempting said land from the assessments of said District.

WITNESS their hands this 14th day of December,
1997.

STATE OF OREGON

County of Klamath

The foregoing instrument was acknowledged before this 14th day of December, 1997, by James C. Schatz, Notary Public for Oregon, My commission expires: Sept. 18, 2001.



Notary Public for Oregon
My commission expires: Sept. 18, 2001

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The foregoing Instrument having been read and considered by the Board of Directors and said Board of Directors in consideration of all of the representations of the landowners thereon, Klamath Irrigation District did order that the above of the assessments of District of the water to said land.

NOW, THEREFORE, execute this Agreement this 14 day of January, 1979.

STATE OF OREGON
County of Klamath

On this 14 day appeared Sherman Kan and R. L. Johnson, who did each say that R. L. Johnson is the President 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.



OFFICIAL SEAL
CINDY E. CHINNAY
NOTARY PUBLIC-OREGON
COMMISSION NO. 042358
COMMISSION EXPIRE APR. 20, 1981

After recording return
Lane, Klamath Falls, Oregon 97601.

2004

SUBORDINATE 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.

Amber Jones

(Print Name)

By



(Signature)

By

(Signature)

STATE OF OREGON)
County of Klamath) SS

This instrument was acknowledged before me on
January 24, 2004, by _____
 duly authorized officers of _____, and _____
 on behalf of whom this instrument was executed.

NOTARY PUBLIC FOR OREGON
by commission expires:

STATE OF OREGON, COUNTY OF KLAMATH

Filed for record at request of JANUARY D. 19 of 9 of 2004KLAMATH IRRIGATION the 27th day
of January A. M., and duly recorded in Vol. 199
Page 1910.

Linda Smith, County Clerk

FEE \$30.00by Kathy Rose