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AGREEMENT FOR RELEASE OF  
WATER AND DRAINAGE RIGHTS

*EKM*  
*Irrigation Contract*

This agreement is made by and between <sup>RE</sup> Michael G. Monroe

herein called Landowners, whether one or more, and the Enterprise Irrigation District, hereinafter called EID.

RECITALS

A. Landowners own land in Klamath County, Oregon which contains .45 acres of irrigable land, in Klamath County Tax assessor Account No.(s): \_\_\_\_\_; and is more particularly described as follows:

Bryant Tracts #2, Block 1, Lot 15 (1541 Derby)

B. Landowners' predecessors in interest agreed to be included within the Enterprise Irrigation District for the purpose of receiving irrigation water and drainage services from EID and the United States of America, by and through the Bureau of Reclamation, Klamath Project.

C. Landowners no longer desire to receive said services and pay the costs thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the release by EID of Landowners' Land from EID'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 EID 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 agree.

If said lands are subject to any trust deed, mortgage, contract of sale or other lien upon the land, landowners agrees to furnish to EID, 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 EID 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 EID, including the right to receive irrigation water, the right to use the drainage system operated and maintained by EID, and the right to vote in and 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 EID the water right, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of the Enterprise 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 EID 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 EID as now constructed and located upon or affecting Landowners' said property and do agree that EID 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 EID 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 EID 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 and same for the use and benefit of EID 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 EID, and the adoption of the Resolution exempting said land from the assessments of said District.

WITNESS <sup>His</sup> ~~their~~ hands this 10<sup>th</sup> day of APRIL, 2000.

Michael J. Honor  
LANDOWNERS

STATE OF OREGON )  
BENTON ) ss  
County of Klamath )

The foregoing instrument was acknowledged before this 10<sup>th</sup> day of APRIL, 2000, by JACKI M GILTNER.



Jacki M Giltner  
Notary Public for Oregon  
My commission expires:

## 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 EID do hereby subordinate such interest and liens to the terms and conditions of the Agreement and agree they shall be bound by the same.

Michael G. Monroe

STATE OF OREGON                     )  
   ) ss  
 County of Klamath                 )

I, MICHAEL G. MONROE, being duly sworn say that I have read the foregoing Subordination Agreement and the Agreement for Release of Water and Drainage Rights; that I have authority to sign said Subordination Agreement on behalf of all Owners and Holders of the interests and liens being subordinated and to so subordinate the same to the terms and conditions of the foregoing Subordination Agreement freely and voluntarily for the purpose therein stated.



Jacki M. Giltner  
 Notary public for Oregon  
 My commission expires:

The foregoing instrument having been read and considered by the Board of Directors of EID 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 Enterprise 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 to release to the District of the water and drainage rights what are appurtenant to said land.

NOW, THEREFORE, Enterprise Irrigation District does hereby duly execute this Agreement this 8<sup>th</sup> day of May 2000.

ENTERPRISE IRRIGATION DISTRICT

BY

its

Vice President

BY

its

Roll Essig

After recording return to: Enterprise Irrigation District 4806 Hwy 39,  
Klamath Falls, Or. 97603.

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State of Oregon, County of Klamath  
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Linda Smith,  
County Clerk Fee\$ 41.00