

## IRRIGATION CONTRACT TO SUSPEND FROM KLAMATH BASIN IMPROVEMENT DISTRICT AND RELEASE OF WATER RIGHTS

This agreement is by and between KLAMATH BASIN IMPROVEMENT DISTRICT, referred to herein as KBID and Patrick G. and Kathleen Ward

referred to herein as Owner.

#### WHEREAS:

Owner owns land more particularly described in Exhibit "A" attached hereto, in Klamath County, Oregon, referred to as Klamath County Tax Lot: 3910-08DB-01900 Situs Address: 3848 Collier Lane, Klamath Falls, Oregon

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:

Pine Grove Irrigation District

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 Page 1.

State of Oregon, County of Klamath Recorded 04/21/2003 9:18 a m. Vol M03 Pg 24987-91 Linda Smith, County Clerk

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- 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.

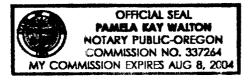
This agreement is executed the 19 day of MARA, 2003.

OWNER: And Market ,2003.

STATE OF OREGON ]

State of Klamath ]

The foregoing instrument was acknowledged before me this 19 day of March, 2003, by Kathlyn Wapa & fahick a ward



My Commission expires: 8 - 8 - 04

KLAMATH BASIN IMPROVEMENT I	DISTRICT, by:
Warren Hange	Gendy & Cherry
STATE OF OREGON   ]	
County of Klamath ]	
for himself and not one for the other, did latter is the secretary of Klamath Basin Ir signed and sealed in behalf of said district	, 2003, personally appeared  FORERY, who, being duly sworn, each say that the former is the FRESIDENT and that improvement District and that said instrument was at by authority of its board of directors; and each of eits voluntary act and deed. Before me:
OFFICIAL SEAL CAROL S. HUBBARD NOTARY PUBLIC-OREGON COMMISSION NO. 364194 MY COMMISSION EXPIRES DEC. 29, 2006	Notary Public for Oregon  My Commission expires: 12-29-06
After recording return to: Klamath Basin Improven	ment District 6640 KID Lane, Klamath Falls, Oregon, 97603
STATE OF OREGON: COUNTY OF KLAMA	ATH: 🕦
Filed for record at request of A.D., 20 at of	the day o'clockM., and duly recorded in Vol, on Page
FEE \$	County Clerk  By

## 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 KBID, do hereby subordinate such interest and liens to the terms and conditions of the Agreement to which this is attached and agree they shall be bound by the same.

		Washington Mutual Bank by: Www. abbett	
	STATE OF OREGON  County of Klamath  On this 27 th day of	] ]ss. ] MARCH , 2003, personally appeared	
<b>9</b> 0	MICHELLE ABOUT WE	who, being duly sworn, each where, did say that the former is the ASSI, MANAGE and that the first ment	
	was signed and sealed in behalf of said district by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:    Famela Kay Walton     Notary Public for Oregon		
	OFFICIAL SE	My Commission expires:	

NOTARY PUBLIC-OREGON

COMMISSION NO. 337244 MY COMMISSION EXPIRES AUG 8, 200

# 3910-08DB-01900:

State of Oregon

County of Klamath

Collier Lane Tract 1278, Lot 14