M06-09387

Klamath County, Oregon 05/10/2006 03:36:31 PM Pages 4 Fee: \$36.00

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

This agreement is by and between KLAN DISTRICT, referred to herein as KBID and O	MATH BASIN II RVal J. さ	MPROVEMENT Eleanor	EKSTROM
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: 3910-1600-00600

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:

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.

- 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 ex	recuted the 1911 day of APRIL, 2006.
OWNER: Orwal J.	Elstrom Eleanor Kthiston
STATE OF OREGON	j
County of Klamath] ss.
The foregoing instru <u>APRIL</u> , 20 <u>06</u> , by	ment was acknowledged before me this $\frac{193}{EKSTROM}$ day of EKSTROM
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

Agreement/release of water rights Page 2.

KLAMATH BASIN IMPROVEMENT DIS	TRICT, by:		
STATE OF OREGON] [ss.	Ceredy & Chary		
STATE OF OREGON	, (
County of Kiamath]			
for himself and not one for the other, did sa latter is the secretary of Klamath Basin Imposigned and sealed in behalf of said district be them acknowledged said instrument to be its 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 Improvement District 6640 KID Lane, Klamath Falls, Oregon, 97603			
STATE OF OREGON: COUNTY OF KLAMATH: 55.			
Filed for record at request of	the day		
of A.D., 20 at	theday _o'clockM., and duly recorded in Vol Page		
of on !	Page		
FEE \$	County Clerk		
	Ву		

EXHIBIT "A" LEGAL DESCRIPTION

A tract of land situated in the \$1/2 NI/2 NW1/4 NEI/4 of Section 16, Township 39 South, Range 10 East of the Willamette Meridian, Klamat? County, Oregon, being more particularly described as follows:

Beginning at a point on the South line of said \$1/2 N1/2 NW1/4 WE1/4 (Hereinafter referred to as "parcal") from which the Southwest corner thereof lies Westerly 741.8 feet; thence 1st. Northerly, parallel to the West line of said parcel, 336 feet, more or less, to the North line thereof; thence 2nd, Rusterly, along said North line to the Northeast corner of said parcel; thence 3rd, Southerly, along the East line of said parcel, 336 feet, more or less, to the Southeast corner thereof; thence 4th, Westerly along the South line of said parcel, to the point of beginning.

Together with a perpetual nonexclusive essement for road and utility purposes, and purposes incidental thereto for ingress and egress and right of way over the following described property:

The Northerly 36 reet of the S1/2 N1/2 NW1/4 NEI/4 of Section 16, Township 39 South, Range 10 East of the Willamette Heridian, Klameth County, Oregon.

EXCEPTING THEREFROM any portion lying within Parcel 1 as set forth in that Bargain and Sale dead dated January 15, 1979, as more fully set forth in agreement and essement recorded Junuary 15, 1979 in Volume M79 at page 1068 and re-recorded August 25. 1980 in Volume H80 at page 16484, Microfilm Records of Klamath County, Oxegon.

Tax Account No: 3910 01600 00600