

2008-000806

Klamath County, Oregon



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AFTER RECORDING, RETURN TO:

Klamath Irrigation District  
6640 KID Lane  
Klamath Falls OR 97603

01/18/2008 09:06:04 AM

Fee: \$56.00

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AGREEMENT FOR RELEASE OF  
WATER AND DRAINAGE RIGHTS

This Agreement is made by and between Oregon Department of Transportation  
herein called "Land Owners," whether one or more, and the Klamath Irrigation District, herein  
called "KID."

RECITALS

A. Land Owners own land in Klamath County, Oregon containing 45.20  
acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s):  
3910-1400-00101;  
and more particularly described as follows:

See attached Exhibit "A" dated 4/9/04.

B. Land Owners' predecessors in interest agreed to be included within KID 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. Land Owners no longer desire to receive said services and pay the costs thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the release by KID of Land Owners' land from  
KID's assessments, lien, collection, and foreclosure rights under Oregon Revised Statutes  
Chapter 545, Land Owners and Land Owners' heirs, devisees, personal representatives, grantees,  
vendees, successors, and assigns, jointly and severally represent, warrant, guarantee, covenant,

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS

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and agree with KID and its successors and assigns as follows:

1. Land Owners 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 of sale, or other lien upon the land, Land Owners agree to furnish to KID a recordable agreement from the owners and holders of such instrument or lien accepting the terms of this Agreement and releasing any lien it may have against the water rights, easements, and servitudes, acknowledged, released, transferred, and conveyed by this Agreement.

2. Said lands do not have reasonable access to the system of irrigation works of KID, 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 KID.

3. Land Owners 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 KID election.

4. Land Owners understand that by the execution of this Agreement said lands may lose any right to receive water under State law. They acknowledge that because of the abandonment by nonuse of any right to receive water and the continued nonuse of water under this Agreement, the lands may fail to receive any future water rights. Land Owners do hereby assign, quit claim, and transfer unto KID the water right, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of KID as their attorney-in-fact to execute any and all documents that may be necessary to transfer said water right, and to exclude Land Owners' land from KID.

5. Land Owners do hereby recognize, ratify, grant, and confirm the existence of all existing rights of KID or the United States affecting Land Owners' 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 Land Owners' 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 that now exists or that 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 Land Owners' said premises.

6. Land Owners do hereby absolve, waive, and release both KID and the United States from any and all claims of liability for any damages or injuries to person or property that may have heretofore occurred or that may now be occurring in connection with the ownership,

operation, or maintenance of the Klamath Project.

7. Land Owners understand and agree that should they desire to be included in KID in the future, if such inclusion is possible, before such request will be granted, Land Owners will be required as a condition thereof to pay all assessments that have been exempted by this Agreement, plus the amount of all interest that would have been chargeable for nonpayment of such assessments if they had not been exempted by this Agreement.

8. Land Owners' representations, warranties, covenants, and agreements herein set forth are covenants running with Land Owners' 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. Land Owners 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 the same by the Board of Directors of KID, and the adoption of the Resolution exempting said land from the assessments of KID.

WITNESS their hands this 29<sup>th</sup> day of November, 2007.

LAND OWNERS

Deolinda M. Jones,  
ODOT State R/W Manager

STATE OF Oregon, County of Marion ss.

This instrument was acknowledged before me on 29<sup>th</sup> November, 2007  
by Deolinda G. Jones



Dale R. Shafer  
Notary Public for Oregon

My Commission Expires: 11/01/2011

The foregoing Agreement for Release of Water and Drainage Rights having been read and considered by the Board of Directors of KID 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 Land Owners therein, duly moved, seconded, and voted that KID approve and agree to the same and did order that the above-described lands be exempted from the payment of the assessments of KID and accept the release to KID of the water and drainage rights that were appurtenant to said land.

NOW, THEREFORE, KID does hereby duly execute this Agreement this 10<sup>th</sup> day of January, 2008.

KLAMATH IRRIGATION DISTRICT

By: David A. Coe

Its President

By: David A. Solem

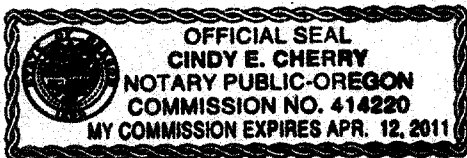
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on January 10, 2008 by David A. Coe as President and David A. Solem as Secretary of the 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 the Klamath Irrigation District.

Cindy E. Cherry  
Notary Public for Oregon

My Commission Expires: 4-12-2011



PARCEL 1 - Fee

A parcel of land lying in Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land variable in width, lying on each side of the center line of the relocated Klamath Falls - Lakeview Highway, which center line is described as follows:

Beginning at Engineer's center line Station 14+169.193, said station being 101.474 meters North and 140.720 meters West of the Northeast corner of Lot 7, Section 14, Township 39 South, Range 10 East, W.M.; thence North 51°30'00" East 135.327 meters; thence on a 291.063 meter radius curve right (the long chord of which bears North 55°35'30" East 41.536 meters) 41.571 meters; thence North 59°41'00" East 94.769 meters; thence on a 873.188 meter radius curve right (the long chord of which bears North 65°49'00" East 186.587 meters) 186.944 meters; thence North 71°57'00" East 31.699 meters; thence on a 873.188 meter radius curve left (the long chord of which bears North 67°33'00" East 133.980 meters) 134.112 meters; thence North 63°09'00" East 168.252 meters; thence on a 873.188 meter radius curve left (the long chord of which bears North 58°44'00" East 134.487 meters) 134.620 meters; thence North 54°19'00" East 364.927 meters; thence on a 873.188 meter radius curve right (the long chord of which bears North 57°19'00" East 91.399 meters) 91.442 meters; thence North 60°19'00" East 19.683 meters; thence on a 249.482 meter radius curve left (the long chord of which bears North 47°48'00" East 108.138 meters) 109.003 meters; thence North 35°17'00" East 115.158 meters; thence on a 174.638 meter radius curve left (the long chord of which bears North 24°46'00" East 63.750 meters) 64.110 meters to Engineer's center line Station 15+860.810 Back equals 15+857.183 Ahead; thence North 14°15'00" East 42.817 meters to Engineer's center line Station 15+900.000.

The width in meters of said strip of land is as follows:

Station	to	Station	Width on Northwesterly Side of Center Line
14+169.193		14+304.520	9.144 in a straight line to 10.000
14+304.520		14+346.091	10.000 in a straight line to 10.000
14+346.091		14+440.860	10.000
14+440.860		14+520.000	10.000 in a straight line to 11.000
14+520.000		14+575.000	11.000 in a straight line to 11.000
14+575.000		14+627.804	11.000 in a straight line to 6.000
14+627.804		14+659.503	6.000
14+659.503		14+740.000	6.000 in a straight line to 8.000

14+740.000	14+793.615	8.000 in a straight line to 9.000
14+793.615	14+905.000	9.000 in a straight line to 10.000
14+905.000	14+961.867	10.000 in a straight line to 9.144
14+961.867	15+036.000	9.144 in a straight line to 10.000
15+036.000	15+096.487	10.000 in a straight line to 10.000
15+096.487	15+461.414	10.000 in a straight line to 11.000
15+461.414	15+552.856	11.000 in a straight line to 10.000
15+552.856	15+572.539	10.000
15+572.539	15+640.000	10.000 in a straight line to 10.000
15+640.000	15+681.542	10.000 in a straight line to 10.000
15+681.542	15+800.000	10.000 in a straight line to 9.144

Station	to	Station	Width on Southeasterly Side of Center Line
14+169.193		14+200.000	9.144 in a straight line to 18.000
14+200.000		14+250.000	18.000 in a straight line to 10.000
14+250.000		14+304.520	10.000 in a straight line to 15.000
14+304.520		14+346.091	15.000 in a straight line to 18.000
14+346.091		14+440.860	18.000
14+440.860		14+520.000	18.000 in a straight line to 12.000
14+520.000		14+627.804	12.000 in a straight line to 18.000
14+627.804		14+680.000	18.000 in a straight line to 21.000
14+680.000		14+740.000	21.000 in a straight line to 23.000
14+740.000		14+793.615	23.000 in a straight line to 17.000
14+793.615		14+961.867	17.000 in a straight line to 20.000
14+961.867		15+096.487	20.000 in a straight line to 23.000
15+096.487		15+461.414	23.000 in a straight line to 15.000
15+461.414		15+552.856	15.000 in a straight line to 17.000
15+552.856		15+640.000	17.000 in a straight line to 19.000
15+640.000		15+681.542	19.000 in a straight line to 17.000
15+681.542		15+796.700	17.000 in a straight line to 9.144

Bearings are based on County Survey No. C.S. 6814, dated October 14, 2002, Klamath County, Oregon.

This parcel of land contains 1.459 hectares, more or less, outside the existing right of way.

**PARCEL 2 - Fee**

A parcel of land lying in Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 14+169.193 and 15+796.700 and included in a strip of land, variable in width, lying on the Southeasterly side of said center line, which center line is described in Parcel 1.

The width in meters of said strip of land is as follows:

Station	to	Station	Width on Southeasterly Side of Center Line
14+169.193		14+535.000	Southeasterly line of said property
14+535.000		14+627.804	113.000 in a straight line to 107.000
14+627.804		14+709.000	107.000 in a straight line to 99.000
14+709.000		14+793.615	99.000 in a straight line to 85.000
14+793.615		14+905.000	85.000 in a straight line to 107.000
14+905.000		15+036.000	107.000 in a straight line to 96.000
15+036.000		15+075.000	96.000 in a straight line to 84.000
15+075.000		15+167.000	84.000 in a straight line to 129.000
15+167.000		15+796.700	Southeasterly line of said property

EXCEPT therefrom Parcel 1.

This parcel of land contains 14.5 hectares, more or less.

**PARCEL 3 - Fee**

A parcel of land lying in Lot 1, Lot 2, Lot 3, Lot 4, Lot 5, and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 14+535.000 and 15+167.000 and Southeasterly of and adjoining Parcel 2.

This parcel of land contains 4.2 hectares, more or less.

**PARCEL 4 - Fee**

A parcel of land lying in Lot 5 and Lot 6 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying Southerly of the south line of that property described in that Warranty Deed to The United States of America, recorded March 22, 1910 in Volume 28, Page 504 of Klamath County Record of Deeds and Northerly of and adjoining Parcel 1.

This parcel of land contains 4895 square meters, more or less.

**PARCEL 5 - Fee**

A parcel of land lying in Lot 1, Lot 2 and Lot 3 of Section 14, Township 39 South, Range 10 East, W.M., Klamath County, Oregon and being a portion of that property described in that Warranty Deed to Lowell N. Jones company, recorded May 1, 1974 in Volume M74, Page 5429 of Klamath County Record of Deeds; the said parcel being that portion of said property lying Southerly of the south line of that property described in that deed to The United States of America, recorded June 17, 1912 in Volume 37, Page 357 of Klamath County Record of Deeds and Northerly of and adjoining Parcel 1.

This parcel of land contains 7130 square meters, more or less.