

2008-002444

Klamath County, Oregon



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02/27/2008 08:22:42 AM

Fee: \$41.00

After recording return to:
Klamath Irrigation District
6640 KID Lane
Klamath Falls, OR 97603

IRRIGATION CONTRACT
FOR
CHANGE OR ALTERATION

WHEREAS, FRANK ANDERSON AND SUSAN ANDERSON

hereinafter called Landowner, whether one or more, own the following described real property in Klamath County, Oregon, to wit:

Real property situated in Sec. 32, Twp. 39 S., R. 09 E.W.M.

Lot(s) _____ in Block _____ of _____

_____ Addition, according to the official plat thereof, being more particularly described in the Instrument recorded in Vol. _____ at page _____ of Klamath County, Oregon, Deed Records and being Assessor's Account No. 39-09-3200-00400; and Landowners wish KLAMATH IRRIGATION DISTRICT, hereinafter called K.I.D., to consent and agree to the following change or alteration affecting the Klamath Project, to wit:

Move Turnout # T44076, a 4'x18" waterman gate structure from its current location in T.39S R.9E S.32 TAX lot 00400 NW SW to a new location in T.39S. R.9E. S.32 TAX lot 00400 SW. NW as shown on Map - Exhibit A.

This Turnout WAS MOVED before, years ago without documentation. Its original location is also noted on Exhibit A.

which said change or alteration, as the case may be, Landowners deem will improve and benefit their said property and enhance the value thereof but which will also directly affect K.I.D.'s operation of the United States of America's Klamath Project; and

WHEREAS, K.I.D. is willing to consent and agree to Landowners' said request only if Landowners recognize, ratify, grant and confirm all of the existing rights, rights-of-way, servitudes and easements of K.I.D. and of the United States of America, operated and maintained by K.I.D. affecting Landowners' said property and absolve, waive and release K.I.D. from any and all claims or 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 and to assume full responsibility for and to indemnify and hold K.I.D. harmless from any or all matters which may hereafter

occur or result from or be attributable to, in whole or in part, directly or indirectly, from that which is herein requested by the Landowners.

NOW THEREFORE, Landowners, jointly and severally agree on behalf of themselves and on behalf of each of their respective heirs, devisees, grantees, transferees, successors and assigns to and with K.I.D. for its benefit and for the benefit of its successors, grantees, transferees and assigns as follows:

(1) The Landowners recognize, ratify, grant and confirm the existence of all existing rights of K.I.D. affecting Landowners' 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 K.I.D. as constructed and located upon or affecting Landowners' said property and agree that K.I.D. now owns, has and holds a prescriptive right, right-of-way, easement and servitude for all percolation and seepage which now exists or which at any time heretofore has occurred or resulted from any irrigation or drainage facility, operated and maintained by K.I.D., and shall grant a further and additional right, right-of-way, easement and servitude for any new, additional or aggravated percolation or seepage which may result from the alteration requested by the Landowners.

(2) Landowners give, grant and convey unto K.I.D. the right, right-of-way, easement and servitude to enter upon the Landowners' said property and premises to maintain District and United States' facilities.

(3) Landowners must obtain a revocable permit authorizing what is requested from the United States and must thereafter comply with all terms, or new permit hereafter required by the United States.

(4) All plans, construction and locations must be approved by K.I.D., but the Landowners shall be solely responsible for the condition and safety of the same and shall hold both K.I.D. and its successors and assigns wholly harmless from all claims, liabilities or damages resulting, occurring or attributable directly or indirectly to what has been requested by Landowners.

(5) All costs and expenses incurred in the performance of the Agreement shall be paid by the Landowners except those costs expressly authorized by the Board of Directors of K.I.D. to be paid by K.I.D. or some other source of payment.

(6) Landowners shall be solely responsible for and shall pay for or reimburse all future costs of cleaning, maintenance, repair, replacement, change, substitution, improvement, enlargement, construction or removal which may thereafter be necessary or desirable in connection with that which is requested by Landowners. If Landowners shall fail to do any such work, K.I.D. may, at its option, perform the same or cause it to be done and Landowners shall forthwith pay or reimburse K.I.D. for all expenses and costs incurred in connection with the same.

(7) It is expressly understood and agreed that if the matters requested by the Landowners shall thereafter cause any damage or risk of damage or loss to the Landowners or any other party, K.I.D. may require the Landowners, at Landowners' sole expense, to restore the conditions which existed prior to the performance of this Agreement or any part thereof.

(8) The Agreement is subject to all applicable laws, regulations, rules, directives, notices or orders now or hereafter established by K.I.D., the United States or any other governmental body, agency or official having proper jurisdiction or authority and Landowners agree to observe and comply with the same.

(9) The Landowners' agreements shall be covenant running with Landowners' said land and each and every part and parcel thereof in perpetuity, forever binding the same for the use and benefit of K.I.D. and its successors, grantees, transferees and assigns.

Now, Therefore, Klamath Irrigation District does hereby duly execute this Agreement.

(SEAL)

KLAMATH IRRIGATION DISTRICT

By David A. Cacka
Its President

By David A. Solem
Its Secretary

STATE OF OREGON)
) ss
County of Klamath)

On this 14th day of February, 2008, personally appeared
David A. Cacka and David A. Solem
Who, being duly sworn did each say that Cacka is the
President and Solem is the
Secretary of Klamath Irrigation District and that the Seal affixed to this
Instrument is the Official Seal of said Klamath Irrigation District and that said Instrument was signed on
behalf of 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.

BEFORE ME:
(SEAL)

Cindy E. Cherry
Notary Public for Oregon
My commission Expires: 4-12-2011



