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01/21/2009 10:22:35 AM

Fee: \$66.00

**APPLICATION AND AGREEMENT FOR SERVICE
AND ASSESSMENT OF LANDS**

EDWARD T. BAIR and VIRGINIA L. BAIR, hereinafter called Landowner, applies and represents to KLAMATH IRRIGATION DISTRICT, an Oregon Irrigation District hereinafter called the District and covenants and warrants to and with said District as follows:

1.

Landowner represents, covenants and warrants that he is the sole owner of the following described lands situated within the district and that he has full right and authority to bind and burden the same as hereafter set forth, to wit:

In Twp. 39S Range 09 E.W.M. Klamath County, Oregon:

In Section 27:

A total of 62.54 acres in:

Por NWSW North of Lost River Diversion Channel
And Por SESW North of the #1 Drain
And Por SWSE North of the #1 Drain

And all located in 3909-2700-01300
3909-2700-01800

2.

Said Lands for many years received surplus water for agricultural irrigation from the United States of America's Klamath Project pursuant to Rental Water Contracts but have not been entitled to receive such waters by virtue of their being located within the boundaries of the District had have not been subject to the Assessments of the District because said Lands were classified by the United States Bureau of Reclamation as Class 6 nonagricultural lands.

3.

The District has been informed by letter dated September 27, 1985, from Dan M. Fults, Project Manager, Klamath Project, United States Bureau of

Reclamation that as a result of the formal announcement of the District's "paid out" status by the Secretary of the Department of the Interior that the District is exempt from the ownership and full cost pricing provisions of the Reclamation Reform Act or prior Reclamation Law and that the availability and/or acceptability of classifications studies are a moot issue for the District and that the District is exempt from Classification requirements.

4.

Landowner hereby makes application to and requests the District to furnish water to said lands and to levy its assessments upon said lands by virtue of said lands being within the District the same as it does to other agricultural lands within the District.

5.

The District is willing to consent to Landowner's said Application and request only if the Landowner recognizes, ratifies, grants and confirms all of the existing rights, rights of way, servitudes and easements of the District and of the United States of America, which is hereinafter called the United States, affecting Landowner's said property and absolves, waives and releases both the District and the United States from any and all claims or liabilities 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 both the District and the United States 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 Landowner.

6.

The Landowner in consideration of the District approving this Application hereby covenants and agrees on behalf of himself and on behalf of his heirs, devisees, grantees, transferees and assigns to and with the District for its benefit, and also for the benefit of the United States and for the benefit of each of their respective successors, grantees transferees and assigns as follows:

(a) That he does covenant, agree and confirm as set forth in Paragraph 5, above.

(b) The Landowner does hereby recognize, ratify, grant, and confirm the existence of all existing rights of Klamath Irrigation District or the United States affecting Landowner's 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 Klamath Irrigation District as now constructed and located

upon or affecting Landowner's said property and does agree that Klamath Irrigation District 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 as 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 Landowner's said premises and does hereby grant a further and additional right, right of way, easement and servitude for any new, additional or aggravated percolation, seepage, leakage overflow or flooding or any failure or lack of drainage which may result or occur from or be attributable in whole or in part to the furnishing of said water to said lands.

(c) Landowner does hereby give, grant and convey unto Klamath Irrigation District and the United States, without limitation by this recital, the right, right of way, easement and servitude to enter upon the Landowner's said property and premises to construct, clean, maintain, repair, replace, change, substitute, remove or improve any irrigation or drainage facility now or hereafter existing on said premises or any part hereof and to remove any silt, soil, spoil, or obstructions therefrom and to cut, remove, treat or destroy any moss, algae, vegetation or weeds and to trap, kill or remove any muskrats, squirrels, rodents or other wildlife causing or threatening damage. Provided, however, that it is expressly understood and agreed that Klamath Irrigation District is responsible only for irrigation and drainage facilities owned by the United States of America or Klamath Irrigation District and only to the extent required by its Agreements with the United States and neither the Klamath Irrigation District nor the United States has any responsibility or liability for any irrigation or drainage facility not owned by the United States or Klamath Irrigation District and the Landowner is responsible for the facilities not owned by the United States or the District that serve or exist upon said Landowner's land and the district is not required to provide any new facilities.

(d) Said property shall be subject to all assessments and charges of the District and the United States applicable to irrigated lands within the District now or hereafter made, assessed or levied and all interest and other charges and shall be subject to liens and other provisions for the securing, enforcement and collection of same.

(e) This Agreement and the granting of this Application and the performance of same are subject to all applicable laws, regulations, rules, directives, notices, orders, bylaws and resolutions now or hereafter established by Klamath Irrigation District, the United States or any other governmental body, agency or official having proper jurisdiction or authority and Landowner agrees to observe and comply with the same,

(f) The matters herein set forth shall be covenants running with Landowner's said land and each and every part and parcel thereof in perpetuity, forever binding and the same for the use and benefit of Klamath Irrigation District and the United States, and their respective successors, grantees, transferees and assigns.

(g) The Landowner covenants and warrants that he is the sole owner of all right, title, estate and interest in the premises and property and has good right to execute the Agreement and to bind said premises and property as therein agreed.

7.

This Application, if approved by the Board of Directors of Klamath Irrigation District, shall take effect as of the fiscal year commencing January 1, 2008 and Landowner shall continue to pay water rental for the period prior to said date and Landowner's above described land shall be subject to the assessments and liens of Klamath Irrigation on and after said date.

8.

Landowner and said Lands shall be entitled only to water for the number of acres set forth in Paragraph 1 and shall be assessed only for said number of acres.

9.

Said Lands shall be subject to such assessments and liens and all other matters to the same extent as the other lands in Klamath Irrigation District in perpetuity.

10.

An executed copy of this Application and Agreement shall be recorded in Deed Records of Klamath County, Oregon, at Landowner's expense.

11.

Landowner does hereby acknowledge that he has read all of the foregoing Instrument and consents and agrees to each of the terms, conditions and

agreements above set forth and does hereby acknowledge receipt of a copy of the Application and Agreement.

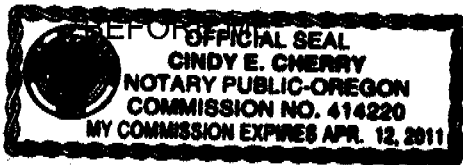
WITNESS his/her hand this 15th day of August, 2007.

Edward T. Bair
Edward T. Bair

Virginia L. Bair
Virginia L. Bair

STATE OF OREGON)
)ss
County of Klamath)

On this 15th day of August, 2007, personally appeared Edward T. & Virginia L. Bair and acknowledged the foregoing Instrument to be his/her voluntary act and deed.



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

I hereby recommend approval of the foregoing Application and Agreement.

John S. Slum
Manager, Klamath Irrigation District

The foregoing Application and agreement having been read and considered by the Board of Directors of Klamath Irrigation District at a Meeting of said Board of Directors and said Board of Directors having found that said Class 6 Lands are in fact agricultural lands as evidenced by the fact that the Landowner and his predecessors have for many years been conducting successful agricultural operations upon said Lands using Rental Water for agricultural

purposes, in consideration of all the Landowner's representations, warranties, covenants, agreements and grants therein set forth, duly moved, seconded and voted that said Application be approved and did order that the Class 6 status and restriction be removed from the acres of land therein specified.

NOW, THEREFORE, Klamath Irrigation District Does hereby duly executed this Agreement this 13 day of September, 2007.

KLAMATH IRRIGATION DISTRICT

By David Cacka
President

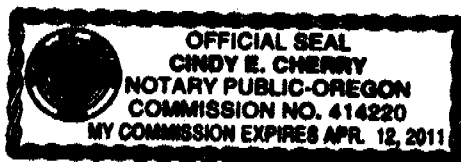
By David A. Solem
Secretary

STATE OF OREGON)
) ss
County of Klamath)

On this 13th day of September, 2007, personally appeared David A. Cacka and David A. Solem, who, being duly sworn did each say that David A. Cacka is the President and David A. 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 be the voluntary act and deed of Klamath Irrigation District.

BEFORE ME:

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



KLAMATH IRRIGATION DISTRICT

6640 K.I.D. LANE

KLAMATH FALLS, OREGON 97603

Phone: (541) 882-6661 Fax: (541) 882-4004

On August 9, 2007 the Board passed the following Resolution:

Ed Bair appeared before the Board to request a Board Resolution required by the Bureau of Reclamation to continue with and inclusion process for Class C property owned by Bair.

Ross Fleming made a motion to approve the inclusion and to adopt the following Resolution. The motion was seconded by Greg Carleton and passed unanimously. (Ed Bair abstained from the discussion and the vote)

RESOLUTION

Whereas, landowners Edward T. Bair and Virginia L Bair have requested an Inclusion of 62.54 acres located in the NWSW; SESW; and SWSE Section 27 Township 39 Range 9 E.W.M.. in Klamath Irrigation District,

Whereas, The Bureau of Reclamation has requested a Klamath Irrigation District Board resolution to proceed with their inclusion process,

Therefore It Is Resolved: The Board of Directors approves of and requests the Bureau of Reclamation to proceed with inclusion of the described land.



Klamath Irrigation District
Board of Directors
KID Lane
Klamath Falls, Oregon

RECEIVED

AUG 02 2007

Klamath Irrigation District

Re: Request that the listed acreage be included into Klamath Irrigation District.

This is a request to have the acreage, referenced in the maps and descriptions
In the attached documents, included into the Klamath Irrigation District.

It is my understanding that I need a Board resolution acknowledging this request and the
Boards willingness to accept this acreage.

This letter and the Board resolution needs to be forward to BOR

Thank You:

Edward and Virginia Bair
8728 Spring Lake Rd
Klamath Falls, OR 97603

104

SEE USBR R/W MAP

LOST

KBID
20,54C

RIVER

DIVERSION CHANNEL

MKT. RD.

SPRING LAKE ROAD

DRAIN

220
13.8

2001
19.45 AC.

1100
38.79 AC.

SEE CS 1090

NORTH 370.
S61°W 767.6Z
H61°E 2215.8

367.8
USER
15.2
120
824.2

2200
227.0

DIVERS

LATERAL
1700
13.56 AC.

CANAL

1800
45-76 AC-

1200
77.62 AC

1300

1300
15.78 AC.

700
4.00 AC.

1400
12.03 AC.

1400

1500
24.23 AC

1500
15.00 AC.

27

2B

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United States Department of the Interior

BUREAU OF RECLAMATION
Klamath Basin Area Office
6600 Washburn Way
Klamath Falls, Oregon 97603-9365



IN REPLY REFER TO:
KO-400 (Birri)
WTR-4.00

RECEIVED

JAN 09 2009

JAN 13 2009

Klamath Irrigation District

Mr. Dave Solem, District Manager
Klamath Irrigation District
6640 K.I.D. Lane
Klamath Falls, OR 97603

Subject: Inclusion Request for Klamath Irrigation District (KID) - Bair Annexation
(62.54 acres) - Klamath Project

Dear Mr. Solem:

The subject inclusion request, totaling approximately 62.54 acres of land into the service area for the KID is approved, subject to the following stipulations:

1. The included lands are eligible for "Class C" water, for agricultural purposes only, as defined by the KID Contract No. 14-06-200-3784-1954.
2. This inclusion will not obligate the United States to provide additional quantities of water beyond the amount contracted for under Contract No. 14-06-200-3784-1954.
3. With the inclusion of the subject parcel, all terms and conditions of Contract No. 14-06-200-3784-1954 remain in full force and effect.

Since the Project no longer has an outstanding repayment balance, such lands are exempt from acreage limitation provisions and land classification maps are no longer needed. These areas have been included in our records of the KID boundary and a revised service area map has been enclosed for your records.

If you have any questions, please contact Jennifer Birri at 541-880-2540.

Sincerely,

Christine D. Karas
Acting Area Manager

Enclosure