

2009-013392

Klamath County, Oregon



00073994200900133920080080

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

10/14/2009 11:16:58 AM

Fee: \$72.00

IRRIGATION CONTRACT  
FOR  
CHANGE OR ALTERATION

WHEREAS, David P. Fairclo, Susan Fairclo House etal

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

Real property situated in Sec. 11 12, Twp. 30 S., R. 10 E.W.M. SENE  
Lot(s) \_\_\_\_\_ in Block \_\_\_\_\_ of \_\_\_\_\_ SWSW

\_\_\_\_\_ 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. 3910-000-1800 & 3910-1200-00~~200~~ 600; 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:

Installation of two private turnout structures and cmp in the E-Canal as shown on the enclosed map, One located in Twp 39 Range 10 Section 11 SENE and the other located in Twp 39 Range 10 Section 12, SWSW These turnouts will be used to irrigate non Project ground.

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.

(10) The Landowners shall covenant and warrant that they are the sole owners of all right, title, estate and interest in the premises and property and have good right to execute the Agreement and to bind said premises and property as therein agreed.

(11) An executed copy of the Agreement shall be recorded in Deed Records of Klamath County, Oregon, at Landowners' expense.

(12) The Agreement shall take effect only upon the approval of same by the Board of Directors of Klamath Irrigation District.

Landowners do hereby acknowledge that they have read all of the foregoing Instrument and consent and agree to each of the terms, conditions and agreements above set forth and do hereby acknowledge receipt of a copy of this Agreement.

Landowners hereby covenant and warrant that the undersigned are the sole owners of all right, title, estate and interests in the above-described premises and property and have good right to execute this Agreement and to bind said premises and property as herein agreed.

WITNESS their hands this 21<sup>st</sup> day of May, 2009.  
Grant W. Knoll

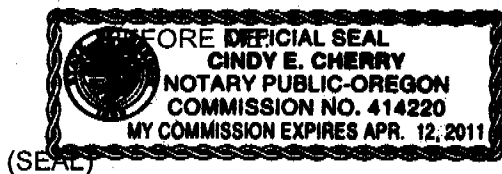
Landowners

STATE OF OREGON )  
County of Klamath ) ss

On this 21<sup>st</sup> day of May, 2009, personally appeared

Grant W. Knoll

and acknowledged the foregoing Instrument to be their voluntary act and deed.



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

I hereby recommend approval of the foregoing Agreement.

[Signature]  
Manager - KLAMATH IRRIGATION DISTRICT

Date \_\_\_\_\_

The foregoing Instrument having been read and considered by the Board of Directors of Klamath Irrigation District at a meeting of said Board of Directors and it having been duly moved, seconded and voted that Klamath Irrigation District approve and agree to the same.

(10) The Landowners shall covenant and warrant that they are the sole owners of all right, title, estate and interest in the premises and property and have good right to execute the Agreement and to bind said premises and property as therein agreed.

(11) An executed copy of the Agreement shall be recorded in Deed Records of Klamath County, Oregon, at Landowners' expense.

(12) The Agreement shall take effect only upon the approval of same by the Board of Directors of Klamath Irrigation District.

Landowners do hereby acknowledge that they have read all of the foregoing Instrument and consent and agree to each of the terms, conditions and agreements above set forth and do hereby acknowledge receipt of a copy of this Agreement.

Landowners hereby covenant and warrant that the undersigned are the sole owners of all right, title, estate and interests in the above-described premises and property and have good right to execute this Agreement and to bind said premises and property as herein agreed.

WITNESS their hands this 21<sup>st</sup> day of May, 2009.

Susan Fairclough House

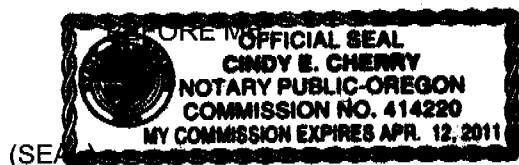
Landowners

STATE OF OREGON )  
County of Klamath ) ss

On this 21<sup>st</sup> day of May, 2009, personally appeared

Susan Fairclough House

and acknowledged the foregoing Instrument to be their voluntary act and deed.



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

I hereby recommend approval of the foregoing Agreement.

Anders Blum  
Manager - KLAMATH IRRIGATION DISTRICT

Date 7-9-09

The foregoing Instrument having been read and considered by the Board of Directors of Klamath Irrigation District at a meeting of said Board of Directors and it having been duly moved, seconded and voted that Klamath Irrigation District approve and agree to the same.

(10) The Landowners shall covenant and warrant that they are the sole owners of all right, title, estate and interest in the premises and property and have good right to execute the Agreement and to bind said premises and property as therein agreed.

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(12) The Agreement shall take effect only upon the approval of same by the Board of Directors of Klamath Irrigation District.

Landowners do hereby acknowledge that they have read all of the foregoing Instrument and consent and agree to each of the terms, conditions and agreements above set forth and do hereby acknowledge receipt of a copy of this Agreement.

Landowners hereby covenant and warrant that the undersigned are the sole owners of all right, title, estate and interests in the above-described premises and property and have good right to execute this Agreement and to bind said premises and property as herein agreed.

WITNESS their hands this 5 day of June, 2009.

David Faircloth

Landowners

STATE OF OREGON )  
                    Deschutes ) ss  
County of Klamath )

On this 5 day of June, 2009, personally appeared

DAVID Faircloth only

and acknowledged the foregoing Instrument to be their voluntary act and deed.

BEFORE ME:

(SEAL)



Tara Turner  
Notary Public for Oregon  
My Commission Expires: May 23, 2010

I hereby recommend approval of the foregoing Agreement.

Manager - KLAMATH IRRIGATION DISTRICT

Date \_\_\_\_\_

The foregoing Instrument having been read and considered by the Board of Directors of Klamath Irrigation District at a meeting of said Board of Directors and it having been duly moved, seconded and voted that Klamath Irrigation District approve and agree to the same.

CHANGE OR ALTERATION AGREEMENT -- PAGE 3 - B

See page 3+3 A

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

(SEAL)

KLAMATH IRRIGATION DISTRICT

By

Its

President

By

Its

Secretary

STATE OF OREGON )

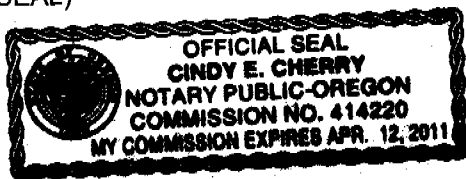
) ss

County of Klamath )

On this 9<sup>th</sup> day of July, 2009, personally appeared  
David A Cack and David A Solem  
Who, being duly sworn did each say that Cack 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:

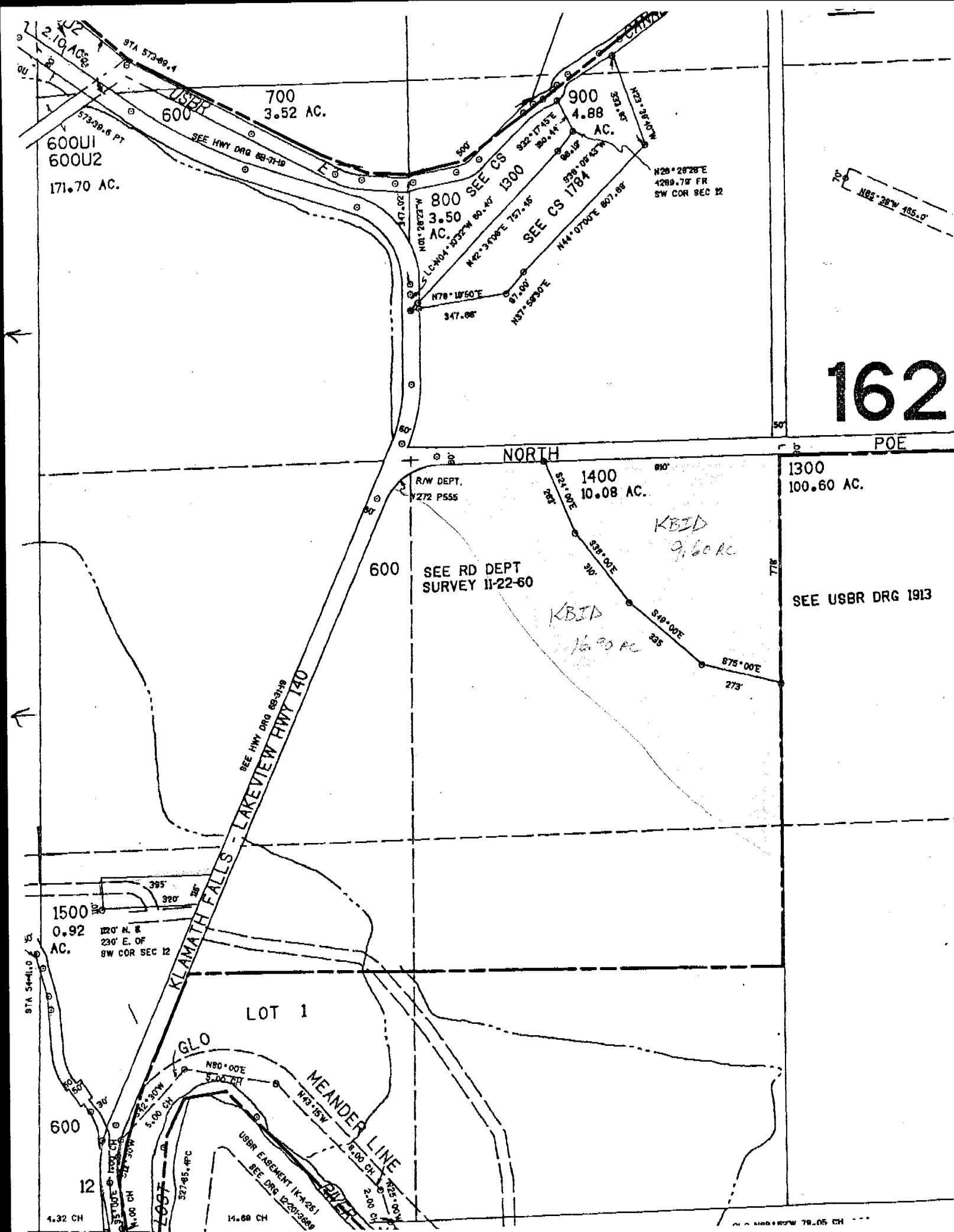
(SEAL)



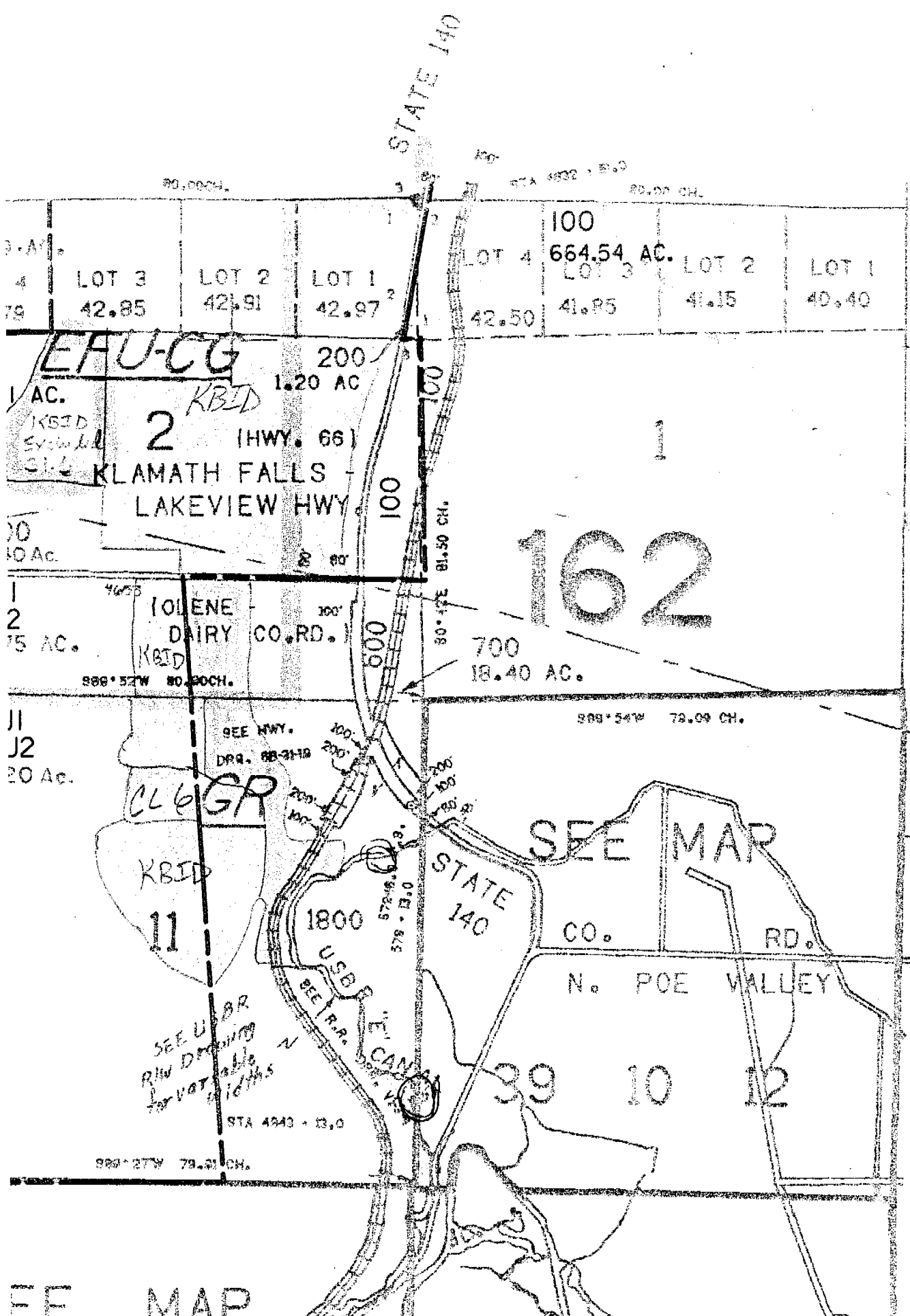
Cindy E Cherry

Notary Public for Oregon

My commission Expires: 4-12-2011



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18-inch  
T/outs

18

EF MAP