

2009-013410

Klamath County, Oregon



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10/14/2009 03:02:13 PM

Fee: \$52.00

AFTER RECORDING, RETURN TO:

Enterprise Irrigation District
3939 South 6th Street, #325
Klamath Falls OR 97603

AGREEMENT FOR RELEASE OF
WATER AND DRAINAGE RIGHTS

This Agreement is made by and between Steven E. Bartow

herein called "Land Owners," whether one or more, and the Enterprise Irrigation District, herein called "EID."

RECITALS

A. Land Owners own land in Klamath County, Oregon containing 80' x 160' acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): R-3909-002BA-08800-0 Situs Address: 1846 Hope St, Klamath Falls, OR 97603; and more particularly described as follows:

State of Oregon
County of Klamath
Pleasant Home Tracts, Lot 88

M00-29386

B. Land Owners' predecessors in interest agreed to be included within EID for the purpose of receiving irrigation water and drainage services from EID 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 EID of Land Owners' land from EID'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,

and agree with EID 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 EID 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 EID, 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 EID to exclude said land from assessment and from the benefits of EID.

3. Land Owners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in EID, including the right to receive irrigation water, the right to use the drainage system operated and maintained by EID, and the right to vote in any EID 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 EID the water right, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of EID 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 EID.

5. Land Owners do hereby recognize, ratify, grant, and confirm the existence of all existing rights of EID 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 EID as now constructed and located upon or affecting Land Owners' said property and do agree that EID 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 EID 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 EID 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 EID 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 EID, and the adoption of the Resolution exempting said land from the assessments of EID.

WITNESS their hands this 30th day of September, 2009.

LAND OWNERS

Steven E. Bartow

STEVEN E. BARTOW

STATE OF Oregon, County of Klamath) ss.

This instrument was acknowledged before me on September 30, 2009 by
Steven E. Bartow



Daniel Hernandez
Notary Public for Bank of America

My Commission Expires: May 11, 2010

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

NOW, THEREFORE, EID does hereby duly execute this Agreement this 6 day of October, 2009.

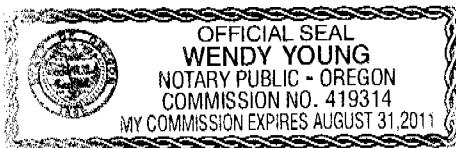
ENTERPRISE IRRIGATION DISTRICT

By: Eldwin Sorensen
Its Board President

By: Tracy Bonnington
Its Vice Chair

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before on the 6th day of October 2009 by Eldwin Sorensen, in his capacity as President of the Enterprise Irrigation District.

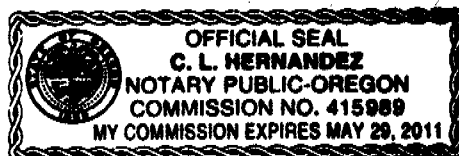


Wendy Young
Notary Public for Oregon

My Commission Expires: 8.31.2011

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before on the 6th day of October 2009 by Tracy Bonnington, in his capacity as Vice Chair of the Enterprise Irrigation District.



C. Hernandez
Notary Public for Oregon

My Commission Expires: May 29, 2011