

2010-004654

Klamath County, Oregon



00082842201000046540050055

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

04/19/2010 09:32:52 AM

Fee: \$57.00

IRRIGATION CONTRACT
FOR
CHANGE OR ALTERATION

WHEREAS, Knoll Ranch LLC

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

Real property situated in Sec. 20, Twp. 39 S., R. 10 E.W.M. SW NW

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 10 2000 00300; 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:

Placement of A 5'x18" Turnout Structure
(Private) in the South BANK of the B - canal
Just East of REEDER Road To supply water
to the B-1/4 lateral SEE 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.

(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.

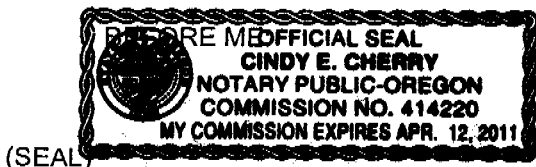
WITNESS their hands this 6th day of April, 2010.
Barron W. Froell For Froell Ranches

Landowners

STATE OF OREGON)
) ss
County of Klamath)

On this 6th day of April, 2010, personally appeared
Barron W. Froell

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 4-8-2010

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.

(SEAL)

KLAMATH IRRIGATION DISTRICT
1917
COUNTY
OREGON

STATE OF OREGON

By David V. Cohen
Its President

By MS Slu
Its Secretary

On this 8th day of April, 2010, 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 to be the voluntary act and deed of Klamath Irrigation District.

 OFFICIAL SEAL
CINDY E. CHERRY
NOTARY PUBLIC-OREGON
COMMISSION NO. 414220
MY COMMISSION EXPIRES APR. 12, 2011

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

