

Klamath Basin Improvement District
6640 KID Lane
Klamath Falls, Oregon 97603



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04/22/2011 09:35:39 AM

Fee: \$57.00

IRRIGATION CONTRACT TO SUSPEND
FROM KLAMATH BASIN IMPROVEMENT DISTRICT
AND RELEASE OF WATER RIGHTS

This agreement is by and between KLAMATH BASIN IMPROVEMENT
DISTRICT, referred to herein as KBID and Renee D. Snyder

referred to herein as Owner.

WHEREAS:

Owner owns land more particularly described in Exhibit "A" attached hereto, in
Klamath County, Oregon, referred to as Klamath County Tax Lot: _____

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Owner or Owner's predecessors in interest agreed to be included within the KBID
for the purposes of receiving services, including delivery of water pursuant to the contracts
that KBID has with the United States of America by and through the Bureau of
Reclamation, Klamath Irrigation District and other districts located within the Klamath
Project. KBID is obligated by contract to the following district or districts, hereinafter
referred to as Delivery Districts, regarding water delivery to Owner's land:

Pine Grove Irrigation District

Owner no longer desires to receive water deliveries and pay the costs thereof.

IT IS THEREFORE AGREED:

CONDITIONS

This agreement is conditioned upon Delivery Districts forgiving payments owed by
KBID associated with such real property by reason of contractual obligation between KBID
and Delivery Districts. It is agreed that KBID will cooperate with Owner as Owner makes
such requests upon Delivery Districts.

This agreement is further conditioned upon all mortgage and lienholders consenting
and agreeing with this agreement, and such mortgage and lienholders subordinating their
interest to KBID herein.

This agreement is further conditioned upon all construction charges owed to the
United States, acting by and through the Bureau of Reclamation have been paid in full.

A further condition of this agreement is approval of this agreement, and approval of
resolution exempting the subject real property from assessments, by the Board of Directors
of KBID.

KBID agrees as follows:

1. Upon properly execution of this agreement by all parties, including Delivery
Districts, Mortgage and lienholders, and Owner, and upon conditions to this agreement
being met, KBID releases Owner from KBID assessments, lien, collection and foreclosure
rights KBID has under Oregon law.

OWNER agrees and represents as follows:

1. Owner are the sole owners and holders of the fee simple title to the subject real property, and have good right and title to enter into this agreement.

2. Owner hereby relinquishes, waives and releases all rights of membership and by virtue of being included in the boundaries of KBID, including waiving the right to vote, and receive irrigation water.

3. Owner understands that by entering into this agreement and Owner's failure to apply irrigation water by virtue of rights under KBID and the Klamath Project, Bureau of Reclamation, that Owner may be waiving and forfeiting water rights, including claims to water rights under the laws of the State of Oregon. Owner assigns, transfers and quitclaims to KBID all water rights, if any, appurtenant to the subject real property. Owner irrevocably appoints the Chairman of the Directors of KBID as attorney in fact for the purposes of transferring water rights and for exclusion of lands from KBID.

4. Owner hereby releases KBID, Delivery Districts, and the United States from any and all claims of liability for any damages or injuries to person or property which may have occurred or is presently occurring in connection with the ownership, operation or maintenance of the Klamath Project and district operations and assessments.

5. KBID makes no representations about the possibility of allowing the real property to be included in KBID water deliveries in the future. Owner understands and agrees that should Owner request inclusion into KBID in the future and such inclusion can be allowed, then Owner shall be required to pay all assessments that have been exempted herein, plus interest which would have been chargeable for nonpayment of such assessments if they had not been exempted herein, plus other conditions or assessments as then determined by the Board of Directors of KBID.

6. The restrictions, grants and agreements contained herein shall run with subject real property and shall bind all future owners thereof in perpetuity.

OWNER and KBID agree as follows:

1. This agreement is binding upon the heirs, successors and assigns of the respective parties.

This agreement is executed the 23rd day of March, 2011.

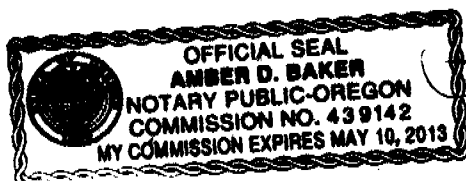
OWNER: Renee D. Snyder

STATE OF OREGON

County of Klamath

}
}
} ss.

The foregoing instrument was acknowledged before me this 23rd day of March, 2011, by Renee D. Snyder



Amber D. Baker
Notary Public for Oregon

My Commission expires: 5-10-2013

KLAMATH BASIN IMPROVEMENT DISTRICT, by:

Warren Haight

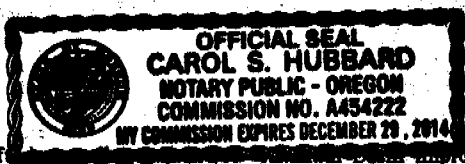
Cindy E Cherry

STATE OF OREGON

] ss.
]

County of Klamath

On this 6th day of APRIL, 2011, personally appeared WARREN HAIGHT and CINDY CHERRY, who, being duly sworn, each for himself and not one for the other, did say that the former is the President and that latter is the secretary of Klamath Basin Improvement District and that said instrument was signed and sealed in behalf of said district by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:



Carol S. Hubbard
Notary Public for Oregon

My Commission expires: 12-29-2014

Attest: Warren Haight Improvement District 6640 KID Lane, Klamath Falls, Oregon, 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ day
of _____ A.D., 20____ at _____ o'clock ____ M., and duly recorded in Vol. _____,
of _____ on Page _____.

FEE \$ _____

County Clerk

By _____

SUBORDINATION AGREEMENT

The undersigned owner or holder of a trust deed, mortgage, contract of sale or other lien upon the lands described in the foregoing agreement, in consideration of the exemption of said lands from future assessments of KBID, do hereby subordinate such interest and liens to the terms and conditions of the Agreement to which this is attached and agree they shall be bound by the same.

Roy Russell

STATE OF OREGON

] ss.
]

County of Klamath

On this 23rd day of March, 2011, personally appeared
Roy Russell and _____, who, being duly sworn, each
for himself and not one for the other, did say that the former is the _____ and that
latter is the secretary of _____ and that said instrument
was signed and sealed in behalf of said district by authority of its board of directors; and
each of them acknowledged said instrument to be its voluntary act and deed. Before me:

Amber D. Baker
Notary Public for Oregon
My Commission expires: 5/10/13

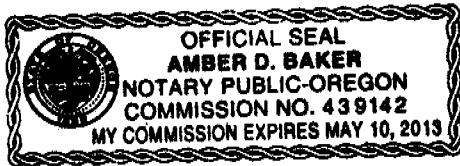


EXHIBIT "A"

Map and Tax Lot #3910-008AC-00400-000

Situs Address: 3736 Collier Lane, Klamath Falls, OR 97603

State of Oregon

County of Klamath

Collier Lane Tract 1278, Lot 16

M10-000855