

2011-006698

Klamath County, Oregon



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06/01/2011 12:59:22 PM

Fee: \$57.00

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

IRRIGATION CONTRACT
FOR
CHANGE OR ALTERATION

WHEREAS, David B. & Margann Oxley

24550 S Poe Valley Rd; Klamath Falls, OR 97603

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

Real property situated in Sec. 2, Twp. 40, S., R. 11 E.W.M.

Lot(s) 100 in Block _____ of _____

Addition, according to the official plat thereof, being more particularly described in the Instrument recorded in Vol. 09 at page 002505 of Klamath County, Oregon, Deed Records and being Assessor's Account No. 4011-0200-00100; and

Real property situated in Sec. _____, Twp. _____, S., R. _____ E.W.M.

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. _____; 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:

Klamath Irrigation District will install a pipe 30" in diameter by 20' long for a cattle crossing in the "F" Canal downstream of the common fence between Oxley and George Rajnus.

Oxley will maintain the crossing and install and maintain a fence on both sides of the canal downstream from the crossing. The fence shall be at least off the right-of-way 15' from center for patrol and maintenance. Landowner will also eliminate the gate at the beginning of the F-8-a lateral and install gates at the new crossing.

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

I hereby recommend approval of the foregoing Agreement.

Matthew Smith
Manager - KLAMATH IRRIGATION DISTRICT

Date 3/10/11

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

(SEAL)

KLAMATH IRRIGATION DISTRICT

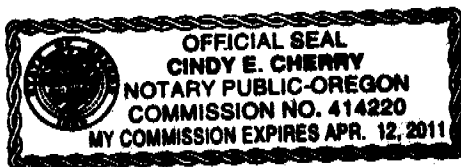
By Matthew Smith
Its Secretary

By David A. Cacka
Its President

STATE OF OREGON)
County of Klamath) ss

On this 10th day of March, 2011, personally appeared
Mark S. Standauch and David A. Cacka
Who, being duly sworn did each say that Standauch is the
Secretary and Cacka is the
President 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

EFU-CG

CANCELLED NO.

300
200
600
400

..... NEW FENCE

236

SEE USBR R/W MAP

100

33-03

LOT 10 40.00

LOT 9 40.00

LOT 7 40.00

LOT 8 40.00

LOT 2 41.37

LOT 1 41.52

PARCEL 1

PARCEL 1

500
158.18 AC.

CANAL

LATERAL

USBR

CROSSING

S.L.O. NORTH

SEE MAP 40 II 01

