2012-000419 Klamath County, Oregon



AFTER RECORDING, RETURN TO:

Klamath Irrigation District 6640 KID Lane Klamath Falls OR 97603 01/18/2012 12:30:01 PM

3909-02CB-08000

M92-5286

State of Oregon

County of Klamath

Fee: \$57.00

## AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS

This Agreement is made by and between Burton J. and Yolanda DeYoung Trustees of the DeYoung Revocable Trust 1437 N. Refugio Rd. Santa Ynez, CA 93460 herein called "Land Owners," whether one or more, and the Klamath Irrigation District, herein called "KID."

## RECITALS

A. Land Owners own land in Klamath County, Oregon containing 9-85 Total Acres acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): 3809-34CD-06500, 3809-34CD-06600 and 3909-02CB-08000

and more particularly described as follows:

3809-34CD-06500 5.57 acres:

State of Oregon County of Klamath Enterprise Tracts, Lot POR 22A & 26 MO8-004041

3809-34CD-06600 0.25 acre:

State of Oregon County of Klamath Enterprise Tracts, Lot 22A &

Enterprise Tracts, Lot 22A & 26 POR MO8-004041

st agreed to be included within KID for the

4.03 acres:

NW4SW4

TWP 39 RNGE 9, Block Sec 2, Tract POR

B. Land Owners' predecessors in interest agreed to be included within KID for the purpose of receiving irrigation water and drainage services from KID 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 KID of Land Owners' land from KID's charges, 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 KID and its successors and assigns as follows:

 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

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS

1

herein agreed. If said lands are subject to any trust deed, mortgage, contract of sale, or other iten upon the land, Land Owners agree to furnish to KiD 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 KID, 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 KID to exclude said land from assessment and from the benefits of KID
- 3. Land Owners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in KID, including the right to receive irrigation water, the right to use the drainage system operated and maintained by KID, and the right to vote in any KID 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 and transfer unto KID the water right, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of KID 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 KID.
- 5. Land Owners do hereby recognize, ratify, grant, and confirm the existence of all existing rights of KID 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 KID as now constructed and located upon or affecting Land Owners' said property and do agree that KID 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 KID 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. Each consenting mortgagee or lien holder consents to Grantor's covenants in this paragraph, but does not so covenant itself.
- 7. Land Owners understand and agree that should they desire to be included in KID 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.

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS

**5006-288-169** 

- 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 KID 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 KID, and the adoption of the Resolution exempting said land from the assessments of KID.

WITNESS their hands thi	s <u>/6                                   </u>	ember 2	011
	LAND OWNERS	REVOCABLE Delforno	E TRUST
STATE OF	_, County of	<i>O O</i>	1
This instrument was acknowledge	ed before me on		by
	Sec atta Notary Public for	ched	<i>)</i>
	My Commission E	xpires:	<b>▶</b>

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS

State of California	)
County of Santa Barbara	<u>.</u> }
(2)4/14	Mrsha Dinorgan, Notary Held
On 12/14/1 before me, 1	Here Insert Name and Title of the Officer
personally appeared Burton	Name(s) of Signer(s)
Volanda Dello	wa
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
	subscribed to the within instrument and acknowledged
	to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
	his/her/their signature(s) on the instrument the
MARSHA D. MORGAN Commission # 1805107	person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Notary Public - California Santa Barbara County	
My Comm. Expires Jul 1, 2012	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
	paragraph is true and correct.
	WITNESS my hand and official seal.
	Signature: Marsha Dillorge
Place Notary Seal Above	OPTIONAL Signature of Notary Public
Though the information below is not require	ed by law, it may prove valuable to persons relying on the document moval and reattachment of this form to another document.
<b>Description of Attached Document</b>	40 10 4 4 4
Title or Type of Document: Hence me	ent for release of water of drawn
Document Date: 12/14/11	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer(s)	Signer's Name:
Signer's Name:	Corporate Officer — Title(s):
□ Individual RIGHT T	HUMBPRINT ☐ Individual RIGHT THUMBPRINT
OF S	SIGNER humb here □ Partner ─ □ Limited □ General Top of thumb here
☐ Attorney in Fact	☐ Attorney in Fact
Trustee	☐ Trustee☐ Guardian or Conservator
☐ Guardian or Conservator ☐ Other:	Other:
Ci Other.	
Signer Is Representing:	Signer Is Representing:

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

NOW, THEREFORE, KID does hereby duly execute this Agreement this A

Notary Public for Oregon

My Commission Expires: 4-12-2015