Please Returnto Klamath Bram Dimprovement Bist 6640 KED Lane Klamath Jullo, DR 97603 2014-000558

Klamath County, Oregon

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01/22/2014 10:02:32 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 Orlynn Butter 3105
Attamont Dr. Klamath Falls of 97603
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: 3909-1544-13100 Situs: 3861 Anderson Avenue, Klamath Fallson 97603

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:

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:

Agreement/release of water rights Page 1.

- 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 inc 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:

Page 2.

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

This agreement is ex	decuted the 30 day of December .2013.	
STATE OF OREGON  County of Klamath	] ] ss.	
The foregoing instrument was acknowledged before me this 30 day of December, 2013, by Orlynn Butter		
OFFICIAL SEAL CINDY E. CHERRY MOTARY PHIELIC - OREGON	Notary Public for Oregon My Commission expires: 4-12-2015	

KLAMATH BASIN IMPROVEMEN	VT DISTRICT, by:
Warren Hangh	Lachelle M- Cate
STATE OF OREGON	
County of Klamath ]	
On this 94 day of JANE WARLEN HAUGHT and Pac	LARY, 2014, personally appeared  AELLE M. GATES, who, being duly sworn, each
latter is the secretary of Klamath Bas signed and sealed in behalf of said di	mette M. GATES, who, being duly sworn, each did say that the former is the <u>RESIDENT</u> and that in Improvement District and that said instrument was strict by authority of its board of directors; and each of the being duly sworn, each of the being
OFFICIAL SEAL CAROL S. HUBBARD NOTARY PUBLIC - OREGON COMMISSION NO. A454222 MY COMMISSION EIPHRES DECEMBER 29 , 28146 Import	Notary Public for Oregon  My Commission expires: 12-29-2014  rovement District 6640 KID Lane, Klamath Falls, Oregon, 97603
STATE OF OREGON: COUNTY OF KLA	AMATH: ss.
Filed for record at request of	the day
of A.D., 20 st _ of	thedayo'clockM., and duly recorded in Vol,on Page
FEE \$	County Clerk
	Ву

## EXHIBIT "A"

3909-15AA-13100

Situs Address: 3861 Anderson Ave.

0.34 acres

Klamath Falls, OR 97603

State of Oregon

County of Klamath

TWP 39 RNGE 09, SEC.15

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