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06/02/2015 01:37:47 PM

Fee: \$67.00

AFTER RECORDING, RETURN TO:

Klamath Irrigation District
6640 KID Lane
Klamath Falls OR 97603

AGREEMENT FOR RELEASE OF
WATER AND DRAINAGE RIGHTS

This Agreement is made by and between Salvador Lemus-Hernandez, Isabel Lemus-Hernandez, Maria Engracia Hernandez-Rodriguez as a custodian of herein called "Land Owners," whether one or more, and the Klamath Irrigation District, herein called "KID."

Ximena Lemus-Hernandez under the Oregon uniform transfers to minors Act.
RECITALS

A. Land Owners own land in Klamath County, Oregon containing 0.19 acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): R110542 4112 160C 00900 and more particularly described as follows:

Attached Exhibit A

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:

1. 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 herein agreed. If said lands are subject to any trust deed, mortgage, contract of sale, or other lien upon the land, Land Owners agree to furnish to KID a recordable agreement from the owners and

SUSPENSION AGREEMENT (effective 01/28/2014)

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 irrigation water diverted and delivered by KID from the Klamath River and Upper Klamath Lake ("irrigation water") under State law. Land Owners acknowledge that because of the abandonment by nonuse of any right to receive irrigation water diverted and delivered by KID and the continued nonuse of said water under this Agreement, the lands may fail to receive any future water rights for the diversion and delivery for irrigation water by KID for use on the land described above. Land Owners do hereby assign and transfer unto KID any and all water rights for the diversion and use of water from the Klamath River and Upper Klamath Lake, 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 rights, and to exclude Land Owners' land from KID. This Agreement shall not be interpreted to affect or restrict Land Owners right or ability to obtain water from any other provider or source.

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.

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 this 26 day of may, 2015.

LAND OWNERS:

[Signature] Isabel Lemos, Maria E Hernandez

STATE OF Oregon, County of Klamath ss.

This instrument was acknowledged before me on May 26, 2015 by
Isabel Lemos-Hernandez, Salvador Lemos-Hernandez, Maria E Hernandez



[Signature]
Notary Public for Oregon
My Commission Expires: Oct 26, 2018

NOW, THEREFORE, KID does hereby duly execute this Agreement this 28th day of May, 2015.

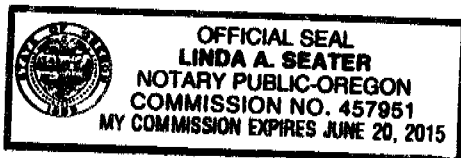
KLAMATH IRRIGATION DISTRICT

By: Eward T. Bair
Its President ~~Vice President~~

By: Mark J. Stuntebeck
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 28th day of May, 2015, by Eward T. Bair, as ^{vice} President, and Mark J. Stuntebeck, as Secretary, of the Klamath Irrigation District and that the seal affixed to this instrument is the official seal of said 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 the Klamath Irrigation District.



Linda A. Seater
Notary Public for Oregon
My Commission Expires: 20, 2015

2014-010930

Klamath County, Oregon



00160352201400109300020023

10/17/2014 03:15:39 PM

Fee: \$47.00

AFTER RECORDING RETURN TO:

Parks & Ratliff, P.C.
620 Main Street
Klamath Falls OR 97601

GRANTOR'S NAME AND ADDRESS:

Jose Carlos Lemus-Magana
P. O. Box 212
Malin, OR 97632

GRANTEE'S NAME AND ADDRESS:

Maria Engracia Hernandez-Rodriguez,
as Custodian for Ximena Itzelh Lemus-Hernandez
Isabel Lemus-Hernandez
Salvador Lemus-Hernandez
P. O Box 212
Malin, OR 97632

SEND TAX STATEMENTS TO:

Maria Engracia Hernandez -Rodriguez
P. O. Box 212
Malin, OR 97632

BARGAIN AND SALE DEED

JOSE CARLOS LEMUS-MAGANA, hereinafter referred to as grantor, conveys to **SALVADOR LEMUS-HERNANDEZ, ISABEL LEMUS-HERNANDEZ, and MARIA ENGRACIA HERNANDEZ-RODRIGUEZ, AS CUSTODIAN FOR XIMENA ITZELH LEMUS-HERNANDEZ UNDER THE OREGON UNIFORM TRANSFERS TO MINORS ACT**, as to each an undivided one-third interest as tenants in common, hereinafter collectively referred to as grantee, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

Beginning at a point on the Southeasterly right of way line of the County road known as the Depot Road extending from the City of Malin, Oregon, to the Great Northern R. R. Depot, which point of beginning is South 89 degrees 59' East 296.4 feet, thence South 256.9 feet to the Southeasterly line of said road and thence North 71 degrees 00' East along the Southerly line of said road, a distance of 255.5 feet from the brass cap monument marking the Northeast corner of Lot 14, Section 16, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, thence South 159.1 feet; thence North 89 degrees 34' East, 50 feet; thence North 176.3 feet to the Southeasterly line of said Depot Road; thence South 71 degrees 00' West a distance of 52.9 feet to the point of beginning, being a parcel of land in Lot 15, Section 16, Township 41 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT TO a life estate hereby granted to **MARIA ENGRACIA HERNANDEZ-RODRIGUEZ**, for the life of **MARIA ENGRACIA HERNANDEZ-RODRIGUEZ**, in and to the hereinabove-described property.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration; i.e., for estate planning purposes.

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In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument this 16 day of October, 2014.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTION 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Jose Carlos Lemus Magaña
Jose Carlos Lemus-Magana

STATE OF OREGON; County of Klamath) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 16 day of October, 2014, by Jose Carlos Lemus-Magana.

Nicole Colleen Booth
NOTARY PUBLIC FOR OREGON
My Commission expires: May 26, 2018

