

2015-006447

Klamath County, Oregon

AFTER RECORDING RETURN TO:

Klamath Basin Improvement District
6640 KID Ln
Klamath Falls, OR 97603



00171364201500064470100109

06/19/2015 08:44:34 AM

Fee: \$87.00

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 KLAMATH COUNTY

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:
R-3909-009C0-00601-000

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:

N/A

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 26th day of May, 2015.

OWNER: Tom Mallam

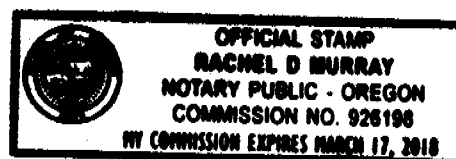
STATE OF OREGON]
County of Klamath] ss.
]

The foregoing instrument was acknowledged before me this 26th day of May, 2015, by Tom Mallams, Chair, Klamath County Commissioners

Rachel D. Murray

Notary Public for Oregon

My Commission expires: March 17, 2018



KLAMATH BASIN IMPROVEMENT DISTRICT, by:

STATE OF OREGON

ss.

County of Klamath

On this ____ day of ____, 20____, personally appeared
____ 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 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:

Notary Public for Oregon
My Commission expires:

After recording return to: Klamath Basin 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


STATE OF OREGON)

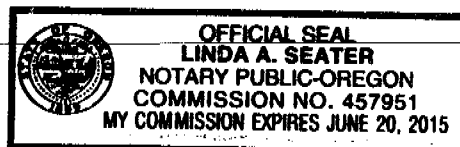
) ss.

County of Klamath)

On this 17th day of June, 2015, personally appeared ----
George N. Rajnus and Rachelle M. Gates---- 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 on 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.




Notary Public of Oregon
My Commission expires: 20, 2015



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.

STATE OF OREGON

}
}ss.
}

County of Klamath

On this _____ day of _____, 20____, personally appeared _____ 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:

Notary Public for Oregon
My Commission expires:

EXHIBIT "A"

04 JUN 11 PM 3:24



WTC-45375 KR

Vol M04 Page 37709

State of Oregon, County of Klamath
Recorded 06/11/2004 3:24 p m
Vol M04 Pg 37709-10
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 2

After recording return to:
KLAMATH COUNTY, a political subdivision
for the State of Oregon
c/o John Elliott, County Commissioner 305 Main
Street
Klamath Falls, OR 97601

Until a change is requested all
tax statements shall be sent to
The following address:

KLAMATH COUNTY, a political subdivision
for the State of Oregon
c/o John Elliott, County Commissioner 305 Main
Street
Klamath Falls, OR 97601

Escrow No. MT65375-KR

STATUTORY WARRANTY DEED

Rabanco, Ltd., a Washington corporation and W.J.R. Environment, Inc., A Washington corporation
dba Regional Disposal Company, a Washington general partnership, Grantor(s) hereby convey and warrant to
KLAMATH COUNTY, a political subdivision for the State of Oregon, Grantee(s) the following described real
property in the County of KLAMATH and State of Oregon, free of encumbrances except as specifically set forth herein:

LEGAL DESCRIPTION

PARCEL 1:

A parcel of land situated in the NE1/4 SW1/4 of Section 9, Township 39 South, Range 9 East of the
Willamette Meridian, Klamath County, Oregon and being a portion of Ewauna Park Subdivision, according
to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more
particularly described as follows:

Beginning at a point on the Easterly right of way line of Tingley Lane (formerly Manzanita Way), said point
being the intersection of said Easterly line with the South right of way line of Birch Street now vacated of
said Ewauna Park Subdivision; thence South 70° 19' 42" East along the South right of way line of said
vacated Birch Street, a distance of 191.00 feet to a point; thence North 19° 40' 18" East perpendicular to the
said South right of way line, a distance of 50.00 feet to a point on the North right of way line of said vacated
Birch Street; thence South 70° 19' 42" East along said North right of way line, a distance of 325.34 feet to a
point on the East line of the NE1/4 SW1/4 of said Section 9, said point being South 00° 06' 02" West 561.65
feet from the Northeast corner of said NE1/4 SW1/4; thence South 00° 06' 02" West along said East line of
the NE1/4 SW1/4, a distance of 477.59 feet to the Southeast corner of Lot 1, Block 20 of said Ewauna Park
Subdivision; thence North 70° 19' 42" West along the Southerly lines of the following Lots; Lot 1 of Block
20, Lots 10 and 17 of Block 18 and Lots 8, 9 and 10 of Block 15, a distance of 676.32 feet to the Southwest
corner of said Lot 8; thence North 19° 40' 18" East along the West line of Block 15 a distance of 400.00 feet
to the point of beginning.

Tax Account No: 3909-009C0-00601-000

PARCEL 2:

Parcel 1 of Land Partition 10-03, being a parcel of land situated in the
SE1/4 of Section 9, Township 39 South, Range 9 East of the Willamette
Meridian, Klamath County, Oregon.

Tax Account No: 3909-009D0-00700-000

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those
shown below, if any:

2600 km

37710

The true and actual consideration for this conveyance is \$1,000,000.00.

THIS INSTRUMENT WILL 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 APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 4 day of JUNE, 2004.

Regional Disposal Company

~~Regional Disposal Company, a Washington general partnership~~
~~Rebance, Ltd.~~ corporation.

BY: [Signature]
Pete Keller, Vice President

W.J.R. Environment, Inc., a Washington corporation, General Partner

BY: [Signature]
PETE KELLER, AUTHORIZED REPRESENTATIVE

State of Washington

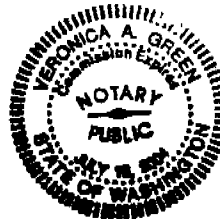
County of KING

On this day personally appeared before me Pete Keller, as Vice President of Regional Disposal Company, a Washington general partnership and as Authorized Representative of its General Partner, W.J.R. Environmental, Inc., a Washington corporation to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 4 day of June, 2004.

[Signature]
Notary Public in and for the State of
Washington residing at King County

My appointment expires 7/2/04



92920

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel One: A parcel of land situated in the NE 1/4 SW 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being a portion of Ewauna Park Subdivision according to the official plat thereof on file in the office of the Klamath County Clerk, more particularly described as follows:

Beginning at a point on the Easterly right of Way line of Tingley Lane (formerly Manzanita Way), said point being the intersection of said Easterly line with the South right of way line of Birch Street (now vacated of said Ewauna Park Subdivision; thence S. 70°19'42" E. along the South right of way line of said vacated Birch Street, a distance of 191.00 feet to a point; thence N. 19°40'18" E. perpendicular to the said South right of way line, a distance of 50.00 feet to a point on the North right of way line of said vacated Birch Street; thence S. 70°19'42" E. along said North right of way line, a distance of 325.34 feet to a point on the East line of the NE 1/4 SW 1/4 of said Section 9, said point being S. 00°06'02" W. 561.65 feet from the Northeast corner of said NE 1/4 SW 1/4; thence S. 00°06'02" W. along said East line of the NE 1/4 SW 1/4, a distance of 477.59 feet to the southeast corner of Lot 1, Block 20 of said Ewauna Park Subdivision; thence N. 70°19'42" W., along the southerly lines of the following Lots; Lot 1 of Block 20, Lots 10 and 17 of Block 18 and Lots 8, 9, and 10 of Block 15, a distance of 676.32 feet to the Southwest corner of said Lot 8; thence N. 19°40'18" E. along the West line of Block 15 a distance of 400.00 feet to the Point of Beginning; containing 5.94 acres more or less.

Parcel Two: A parcel of land situated in the SE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the West line of said SE 1/4 of Section 9, said point being S. 00°06'02" W. 30.00 feet from the Northwest corner of said SE 1/4; thence S. 89°13'13" E. along the South right of way line of LaVerne Avenue, a distance of 60.00 feet to the Westerly right of way line of the Burlington Northern & Santa Fe Railway Co. (formerly Great Northern Railway Co.); thence S. 00°06'02" W. 189.04 feet along said Westerly right of way line; thence S. 47°23'24" E., 1413.45 feet along said Westerly right of way line; thence S. 42°36'36" W. perpendicular to said Westerly right of way line, a distance of 207.80 feet; thence N. 48°25'27" W. 299.92 feet; thence N. 60°58'37" W., 600.45 feet; thence N. 87°57'55" W., 211.38 feet to a point on the West line of said SE 1/4 of Section 9; thence N. 00°06'02" E. along the said West line, a distance of 801.85 feet to the Point of Beginning; containing 9.58 acres more or less.

Also known as Parcel 1 of Land Partition 10-03, situate in SE 1/4 of Section 9, Township 39 South, Range 9 East of the Willamette Meridian.

Tax Parcel Number:

- - Property Data Selection Menu - -

Prop ID : R889927 (Real Estate) (253483) Owner: KLAMATH COUNTY
Ap Tax Lot: R-3909-009C0-00601-000 C/O TOM CRIST
Legal : EWAUNA PARK, BLOCK VAC.15,LT SOLID WASTE MANAGEMENT
3-14,BLK 18 LTS 5-10,17-22,BLK 28* 305 MAIN STREET
KLAMATH FALLS, OR 97601

Situs : Year Built :
Living Area:

Name(s) :

Area : 172
Sale Info : 06/04/04 \$1,000,000

Deed Type : 05

Instrument: M04-37709

2014 Tax Status * No Taxes Due *

Current Levied Taxes : 0.00

Special Assessments : 0.00

2014 Roll Values

RMV Land	\$	573,810 (+)
RMV Improvements	\$	160,860 (+)
RMV Total	\$	734,670 (=)
Total Exemptions	\$	734,670
M5 Net Value	-\$	0
M50 Assd Value	\$	0

(AD) Alt Disp
(G)en Appr

(Y) primary
(O)wnership

(SE)condary
(H)istory

(L)and/Impr
(.) More

Enter Option from Above or <RET> to Exit: __

SOUTH SUBURBAN SANITARY DIST

PACIFIC POWER & LIGHT CO

R-3900-0090-000000

R-3900-0090-000000

LAVERNE AVE

LAVERNE AVE

Klamath Falls

DONAHUE DONNA M

BNSF RAILWAY COMPANY

KLAMATH COUNTY &

KLAMATH COUNTY &

GIBBONS EILEEN SUCCESSOR CO-TRUSTEE &

GIBBONS EILEEN SUCCESSOR CO-TRUSTEE &

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, Swisstopo, and the GIS User Community

O'CONNOR LIVESTOCK CO

O'CONNOR LIVESTOCK CO

EWANA PARK LLC &

SOUTH SIDE BYP

TINGLEY LN