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08/18/2015 10:34:18 AM

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 CARY A HAYDEN

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 0 acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): R-3705-011DC-2600 and more particularly described as follows:

Lot 9 Block 2 Tract No. 1044, Wembley Park  
5134 MAZAMA DR KLAMATH FALLS OR 97603

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

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 8 day of July, 2015.

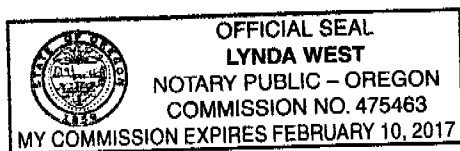
LAND OWNERS:

Gary A. Hayden  
GARY A. HAYDEN

STATE OF Oregon, County of Klamath ss.

This instrument was acknowledged before me on July 8, 2015 by

GARY A. HAYDEN



Lynda West  
Notary Public for Oregon  
My Commission Expires: 2-10-17

NOW, THEREFORE, KID does hereby duly execute this Agreement this 13<sup>th</sup> day of August, 2015.

KLAMATH IRRIGATION DISTRICT

By: \_\_\_\_\_

Its President

By: \_\_\_\_\_

Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 13<sup>th</sup> day of August, 2015, by David Cacka, as President, and Mark 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.



Rachelle Marie Gates  
Notary Public for Oregon  
My Commission Expires: April 3, 2018

Consent of Lien Holder

Boac Home Loans  
("Lien Holder"), hereby consents to the grant of the foregoing Agreement for Release of Water and Drainage Rights by Gary A. Hayden to the Klamath Irrigation District, and joins in the execution hereof solely as Lien Holder and Hereby does agree that in the event of the foreclosure of the mortgage or Trust Deed Lien, or other sale of said property described in said mortgage under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement for Release of Water and Drainage Rights.

SIGNED AND EXECUTED this 24<sup>th</sup> day of June, 2015

Lien Holder: by: Rebecca M. Bailey

Its Authorized Officer

STATE OF \_\_\_\_\_, County of \_\_\_\_\_ ss.

This instrument was acknowledged before me on \_\_\_\_\_,

by \_\_\_\_\_

as \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

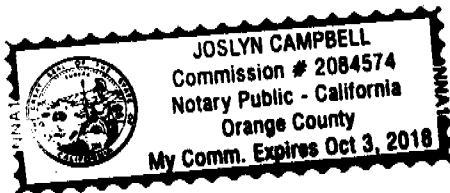
State of California )  
County of Orange )

On 6/24/15 before me, Joslyn Campbell, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Tricia Bailey  
Name(s) of Signer(s)

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 person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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 [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_