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AFTER RECORDING, RETURN TO:

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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 Klamath County Engineers

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 5.53 acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): 3910-1800-130X; 3910-19B-10X; 3909-11DB-1600; 3910-19B-100; 3910- and more particularly described as follows: 1800-120X; 3910-19B-20X

See 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 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 30<sup>th</sup> day of OCTOBER, 2015.

LAND OWNERS:

SR Strickland

STATE OF Oregon, County of Klamath ss.

This instrument was acknowledged before me on October 30, 2015 by  
Stan Strickland



Notary Public for Lisa M. Kessler  
My Commission Expires: February 1, 2019

NOW, THEREFORE, KID does hereby duly execute this Agreement this 16<sup>th</sup> day of November, 2014. 5

KLAMATH IRRIGATION DISTRICT

By: [Signature]  
Its President

By: [Signature]  
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 16<sup>th</sup> day of November, 2014, by David Cacka, as President, and Mark Stuntzbeck, 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.



(Effective 01.28.2014)

Rachelle Marie Gates  
Notary Public for Oregon  
My Commission Expires: 4/3/18

Exhibit "A"

**KID #'s 3910-1800-130X & 3910-19B-10X**

A parcel of land situated in Section 18 and 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the  $\frac{1}{4}$  common to said Sections 18 and 19; thence North 00 degrees 00' 05" West 30.00 feet to a 5/8" iron pin; thence North 89 degrees 36' 56" West 299.28 feet to a 5/8" iron pin; thence North 84 degrees 03' 45" West, 723.39 feet to a 5/8" iron pin; thence North 89 degrees 36' 56" West, 105.06 feet to a 5/8" iron pin set on the Easterly right of way of the "A" Canal; thence South 52 degrees 29' 20" East 331.36 feet, along the Easterly right of way of said "A" Canal to a 5/8" iron pin; thence South 89 degrees 36' 56" East, 512.96 feet to a 5/8" iron pin; thence South 89 degrees 36' 56" East, 348.01 feet to a 5/8" iron pin; thence South 89 degrees 37' 07" East, 67.68 feet to a 5/8" iron pin at the Northwest corner of Lot 6, Block 3 of Rolling Hills, Tract 1099; thence North 01 degrees 29' 50" East, 70.01 feet; thence North 89 degrees 36' 56" West, 69.48 feet; thence North 00 degrees 01' 21" East, 30.00 feet to the point of beginning. Bearings and distances for this description are based on Survey 5208 of file in the Klamath County Surveyor's Office.

**KID # 3909-11DB-1600**

The West 60 feet of that portion of the South half of the South half of the Northwest one quarter of the Southeast on quarter (part S1/2 of S1/2 of NW1/4 of SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying South of the South right of way line of Bristol Avenue.

**KID # 3910-19B-100**

A parcel of land situated in Section 19, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at North  $\frac{1}{4}$  Corner of Section 19; thence S. 00 degrees 01' 21" W., 100.00 feet; thence N. 89 degrees 36' 56" W., 248.01 feet to the true point of beginning of this description; thence S. 20 degrees 36' 45" W., (Record S. 20 degrees 36' m36" W., per R.O.S. 5120) 24.49 feet to a 5/8" iron pin set as shown on Survey #5120 recorded in the Klamath County Surveyor's Office; thence following Survey #5120 S. 32 degrees 08' 09" W., 128.59 feet; thence S. 38 degrees 26' 09" W., 155.35 feet to the Easterly right-of-way line of the "A" Canal; thence Northwesterly along the Easterly right-of-way of the "A" Canal to a 5/8" iron pin at the Southwest Corner of Survey #5208 on file in the Klamath County Surveyor's Office; thence S. 89 degrees 36' 56" E., 512.96 feet to the point of beginning, containing 1.55 acres, more or less. Bearings and distances for this description are based on Surveys #5120 and #5208 on file in the Klamath County Surveyor's Office.

**KID #'s 3910-1800-120X & 3910-19B-20X**

A parcel of land in the SW1/4 SW1/4 Section 18 and the NW1/4 NW  $\frac{1}{4}$  Section 19, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon. Said parcel being a portion of the property described in Deed Volume 356, Page 591, Klamath County Deed Records and more particularly described as follows:

Commencing at the Northwest corner of said Section 19; thence South 89 degrees 36' 56" East, 30.00 feet along the North line of said Section 19 to the Easterly right-of-way of Highway 39 (Klamath Falls-Merrill Highway) to the point beginning; thence continuing along said North line South 89 degrees 36' 56" East, 435.60 feet; thence South 00 degrees 36' 45" West, parallel to the West line of said Section 19, 50.00 feet; thence South 89 degrees 36' 56" East, 446.17 feet; thence South 00 degrees 23' 04" West, 50.00 feet; thence South 89 degrees 36' 56" East, 191.88 feet to the Northwesterly right-of-way line of the U.S.B.R. 1-C-1 Drain (Dixon Drain); thence North 55 degrees 30' 21" East, 174.88 feet along and Northwesterly line on the 1-C-1 Drain to the North line of said Section 19; thence South 89 degrees 36' 36" East, 25.21 feet along said North line of Section 19 to the Northeast corner of the NW1/4 NW1/4 of Section 19; thence Northerly along the East line of the SW1/4 SW1/4 of Section 18 to the intersection with the Southerly right-of-way of the U.S.B.R. "A" Canal; thence North 52 degrees 29' 20" West, 50.58 feet, more or less along said canal right-of-way to a point 100.00 feet in distance and Northeasterly at right angles to the South line of said Section 18; thence North 89 degrees 36' 56" West, 319.71 feet; thence South 00 degrees 23' 04" West, 50.00 feet; thence North 89 degrees 36' 56" West, 881.89 feet, more or less, to the Easterly right-of-way of Highway 39; thence Southerly, 50.00 feet along said right-of-way to the point of beginning.