



00181217201600006150080082

AFTER RECORDING, RETURN TO:

Klamath Irrigation District
6640 KID Lane
Klamath Falls OR 97603

01/22/2016 08:27:53 AM

Fee: \$77.00

**AGREEMENT FOR RELEASE OF
WATER AND DRAINAGE RIGHTS**

This Agreement is made by and between Glenn Eric Peterson & Stacy Lynn Peterson
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 0.55
acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): 3909-14BA-7200
and more particularly described as follows:

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

SUSPENSION AGREEMENT (effective 05/13/2015)

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.

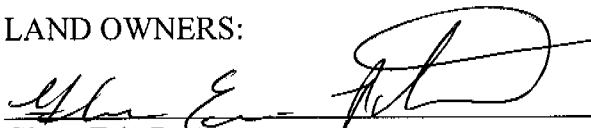
8. Land Owners' representations, warranties, covenants, and agreements herein set forth are covenants running with Land Owners' said land and each and every part and parcel thereof in perpetuity, forever binding the same for the use and benefit of KID and the United States of America, and their respective 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 29 day of December, 2015.

LAND OWNERS:

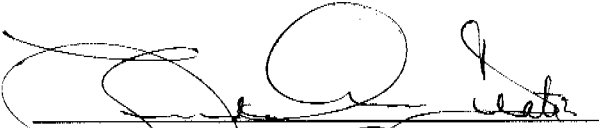

Glenn Eric Peterson


Stacy Lynn Peterson

STATE OF Oregon, County of Klamath) ss.

This instrument was acknowledged before me on December 29, 2015 by Glenn Eric Peterson and Stacy Lynn Peterson whose identity was proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and that they executed the same.




Notary Public for Oregon
My Commission Expires: May 21, 2019

NOW, THEREFORE, KID does hereby duly execute this Agreement this 14th day of January, 2016.

KLAMATH IRRIGATION DISTRICT

By: Brent Cheyne
Its President

By: Mark Stuntz
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 14th day of January, 2016, by Brent Cheyne, as President, and Mark Stuntz, 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: 4/3/18

Consent of Lien Holder

_____,
("Lien Holder"), hereby consents to the grant of the foregoing Agreement for Release of Water
and Drainage Rights by _____ 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 _____ day of _____, _____.

Lien Holder: by: _____
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.



Glenn Eric Peterson

4849 Gettle Street

Klamath Falls, OR 97603

Grantor's Name and Address

Glenn Eric Peterson and Stacy Lynn Peterson

4849 Gettle St.

Klamath Falls, OR 97603

Grantee's Name and Address

After recording return to:

Glenn Eric Peterson and Stacy Lynn Peterson

4849 Gettle St.

Klamath Falls, OR 97603

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

Glenn Eric Peterson and Stacy Lynn Peterson

4849 Gettle St.

Klamath Falls, OR 97603

AMERITITLE
1396-11575

THIS SPACE RESERVED FOR RECORDER'S USE

2015-007705

Klamath County, Oregon

07/16/2015 01:19:10 PM

Fee: \$52.00

AMERITITLE has recorded this
Instrument by request as an accommodation only,
and has not examined it for regularity and sufficiency
or as to its effect upon the title to any real property
that may be described therein.

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That

Glenn Eric Peterson

hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey
unto

Glenn Eric Peterson and Stacy Lynn Peterson, as tenants by the entirety

hereinafter called Grantee, and unto Grantee's heirs, successors and assigns all of that certain real property with
the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, situated in the
County of **Klamath**, State of Oregon, described as follows, to wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

The true and actual consideration paid for this transfer, stated in terms of dollars, is love and affection.

However, the actual consideration consists of or includes other property or value given or promised which is the whole /
part of the consideration.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

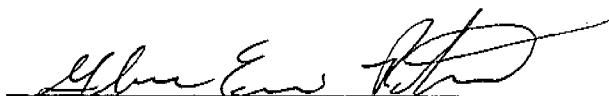
In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall
be made so that this deed shall apply equally to corporations and to individuals.

"Exhibit A"

58.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

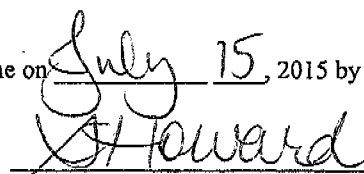
In Witness Whereof, the grantor has executed this instrument this 15 day of July, 2015; if a corporate grantor, it has caused its name to be signed and its seal if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.


Glenn Eric Peterson

State of Oregon
County of Klamath

This instrument was acknowledged before me on July 15, 2015 by Glenn Eric Peterson.




(Notary Public for Oregon)
My commission expires 11-18-15

LEGAL DESCRIPTION

"EXHIBIT A"

EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situate in the N1/2 of the NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the NE corner of Lot 51, ELMWOOD PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon and running thence North 0° 47' 30" West 30 feet to a point on the South line of the N1/2 NW1/4 of said Section 14, said point being the true point of beginning of this description; thence continuing North 0° 47' 30" West 30 feet to a point; thence South 89° 33' East 140 feet, to a point; thence North 0° 47' 30" West 200 feet to a point; thence North 89° 33' West 140 feet to a point on the East line of Gettle Street; thence North 0° 47' 30" West along said East line of Gettle Street 139.7 feet to a point; thence North 79° 12' 30" East 101.5 feet to a point; thence North 69° 31' 20" East along the Southerly line of FIRST ADDITION TO BANYON PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, 563.86 feet to a point; thence South 28° 27' 30" East along the Westerly line of Lot 20, Block 4, FIRST ADDITION TO BANYON PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, 135.77 feet to a point on the Northerly line of the USBR A-3 Lateral; thence Southwesterly along said Northerly line to a point on the South line of the N1/2 NW1/4 of said Section 14; thence North 89° 36' 30" West along the South line of said N1/2 NW1/4 of Section 14, 357.75 feet to the true point of beginning.

EXCEPTING THEREFROM a parcel of land situate in the N1/2 of the NW1/4 of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the NE corner of Lot 51, ELMWOOD PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon and running thence North 0° 47' 30" West 30 feet to a point on the South line of the N1/2 NW1/4 of said Section 14, said point being the true point of beginning of this description thence continuing North 0° 47' 30" West 30 feet to a point; thence South 89° 33' East 140 feet, to a point; thence North 0° 47' 30" West 200 feet to a point; thence North 00° 53' 13" West 174.46 feet to a point thence North 69° 31' 20" East along the Southerly line of FIRST ADDITION TO BANYON PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, 563.86 feet to a point; thence South 28° 27' 30" East along the Westerly line of Lot 20, Block 4, FIRST ADDITION TO BANYON PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, 135.77 feet to a point on the Northerly line of the USBR A-3 Lateral; thence Southwesterly along said Northerly line to a point on the South line of the N1/2 NW1/4 of said Section 14; thence North 89° 36' 30" West along the South line of said N1/2 NW1/4 of Section 14, 357.75 feet to the true point of beginning.

Also known as Parcel 2 of Minor Land Partition 19-91.