

2016-004310

Klamath County, Oregon



00185681201600043100110113

04/28/2016 09:43:57 AM

Fee: \$92.00

AFTER RECORDING, RETURN TO:

Klamath Basin Improvement District
6640 KID Lane
Klamath Falls OR 97603

**IRRIGATION CONTRACT TO SUSPEND
FROM KLAMATH BASIN IMPROVEMENT DISTRICT
AND RELEASE AND ASSIGNMENT OF WATER RIGHTS**

This agreement is by and between KLAMATH BASIN IMPROVEMENT DISTRICT, referred to herein as KBID and ---Bar C L, Inc---

referred to herein as Owner.

The effective date of this agreement is upon the approval and signature of all persons and entities required herein, unless such approval or such signature is waived by KBID, in which case the effective date shall be established by KBID.

WHEREAS:

Owner owns land more particularly described in Exhibit "A" attached hereto, in Klamath County, Oregon, referred to as Klamath County Tax Lot: 3910-00000-400, as more particularly set forth in Exhibit A attached hereto.

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, and other districts located within the Klamath Project. KBID may be obligated by contract to the following district or districts, hereinafter referred to as Delivery Districts, regarding water delivery to Owner's land (check all that are applicable):

☒ KLAMATH IRRIGATION DISTRICT
☐ VAN BRIMMER IRRIGATION COMPANY
☐ SHASTA VIEW IRRIGATION DISTRICT
☐ MALIN IRRIGATION DISTRICT
☐ ENTERPRISE IRRIGATION DISTRICT
☐ PINE GROVE IRRIGATION DISTRICT

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, liens, collections and foreclosure rights KBID has under Oregon law, accruing after the effective date of this agreement.

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 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 rights 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 and legal rights for delivery of water, 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 or benefits 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, executors, trustees, successors and assigns of the respective parties.

This effective date of this agreement is the date signed by the most recent signature, providing all necessary

Agreement/release of water rights (effective 1/12/16)

Page 2 of 7, including Subordination and Exhibit "A."

parties have signed, including subordination agreement.

This agreement is executed this 18 day of MARCH, 2016.

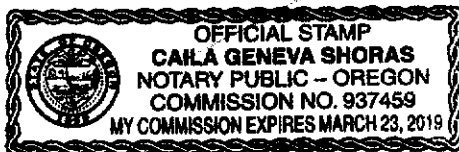
OWNER:

Glenn T. Lorenz
Glenn T. Lorenz, President

FOR INDIVIDUAL OWNERS:

STATE OF OREGON)
) ss.
County of Klamath)

On this 18 day of March, 2016, before me personally appeared Glenn T. Lorenz, personally known to me/whose identity was proved to me on this basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

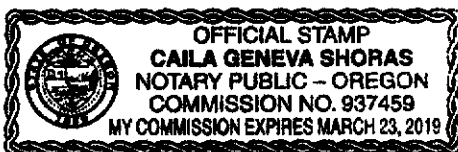


[Signature]
Notary Public of Oregon
My Commission Expires: March, 23 2019

FOR CORPORATE OR LIMITED LIABILITY COMPANY OWNERS:

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 18 day of March, 2016, the above named Glenn T. Lorenz as President of Bar CL, Inc, stated they he/she has company authority to sign this document on behalf of said company, and acknowledged the foregoing instrument to be his or her voluntary act and deed.



[Signature]
Notary Public of Oregon
My Commission Expires: March 23, 2019

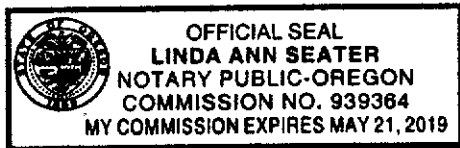
DELIVERY DISTRICT(S), by:

Grant W. Knoll

DELIVERY DISTRICTS:

STATE OF OREGON)
) ss.
County of Klamath)

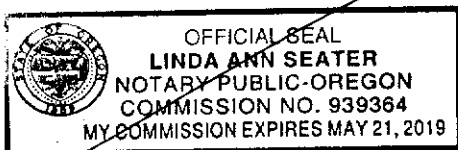
On this 8th day of April, 20 16, personally appeared Grant W. Knoll, who, being duly sworn, did say that he/she is the Vice-President of Klamath Irrigation District and that said instrument was signed and sealed on behalf of said district by authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and deed.



[Signature]
Notary Public of Oregon
My Commission Expires: May 21, 2019

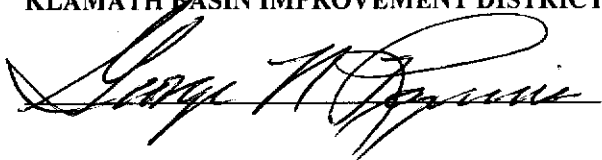
STATE OF OREGON)
) ss.
County of Klamath)

On this _____ day of _____, 20 _____, personally appeared _____, who, being duly sworn, did say that he/she is the _____ of _____ and that said instrument was signed and sealed on behalf of said district by authority of its Board of Directors; and acknowledged said instrument to be its voluntary act and deed.



Notary Public of Oregon
My Commission Expires: _____

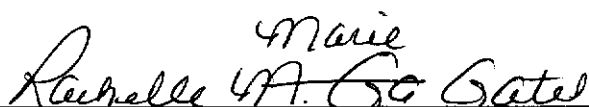
KLAMATH BASIN IMPROVEMENT DISTRICT, by:



STATE OF OREGON)
) ss.
County of Klamath)

On this 12th day of April, 2018, personally appeared George N. Rajous who, being duly sworn, did say that he/she is Chairman of Klamath Basin Improvement District and that said instrument was signed and sealed on behalf of said district by authority of its Board of Director's and acknowledged said instrument to be its voluntary act and deed.




Notary Public of Oregon
My Commission Expires: 4/3/18

SUBORDINATION AGREEMENT

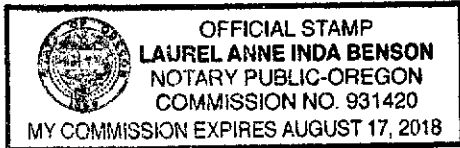
The undersigned owner or holder of a trust deed, mortgage, contract of sale or other lien upon the lands described in the foregoing agreement, in consideration of the exemption of said lands from future assessments of KBID, do hereby subordinate such interest and liens to the terms and conditions of the Agreement to which this is attached and agree they shall be bound by the same.

James Merrilees, Trustee
James Merrilees, Trustee
Barbara J. Merrilees, Trustee
Barbara J. Merrilees, Trustee

STATE OF Oregon)
) ss.

County of Deschutes

Personally appeared before me this 22ND day of March, 20 16, the above named James Merrilees * as Trustees of The Merrilees Family Trust, stated they he/she has company authority to sign this document on behalf of said company, and acknowledged the foregoing instrument to be his or her voluntary act and deed.
* and Barbara J. Merrilees



Laurel Benson
Notary Public of
My Commission Expires: 8-17-18

FOR INDIVIDUAL LIENHOLDERS:

STATE OF OREGON)
) ss.
County of Klamath)

On this _____ day of _____, 20____, before me personally appeared _____, personally known to me/whose identity was proved to me on this basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she) (they) executed the same.

Notary Public of Oregon
My Commission Expires: _____

EXHIBIT "A"

Parcel 1 of attached "Exhibit A"

04 FEB 12 AM 11:07



NTC-62422R

Vol M04 Page 08427

State of Oregon, County of Klamath
Recorded 02/12/2004 11:07a m
Vol M04 Pg 8427-30
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

After recording return to:
BAR C L, INC., an Oregon corporation
2626 Swan Lake Road
Klamath Falls, OR 97603

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

BAR C L, INC., an Oregon corporation
2626 Swan Lake Road
Klamath Falls, OR 97603

Escrow No. MT62422-KR

STATUTORY WARRANTY DEED

JAMES MERRILEES & BARBARA J. MERRILEES, TRUSTEES OF THE MERRILEES FAMILY TRUST UDA JULY 21, 1998, Grantor(s) hereby convey and warrant to **BAR C L, INC., an Oregon corporation**, 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:

The S1/2 N1/2 and the N1/2 S1/2 of Section 2, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion thereof lying East of State Highway 140 (Klamath Falls-Lakeview Highway) as conveyed to Richard Dixon by Warranty Deed recorded May 11, 2001 in Volume M01, page 21669, Microfilm Records of Klamath County, Oregon;

AND EXCEPTING THEREFROM that portion thereof lying within the boundaries of said State Highway 140.

TOGETHER WITH an easement for irrigation pump and pipeline as created by Agreement recorded June 1, 1970 in Volume M70, page 4301, Microfilm Records of Klamath County, Oregon.

PARCEL 2:

The SW1/4 NW1/4 and the NW1/4 SW1/4 of Section 3, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Account No.:	3910-00000-00400-000	Key No.:	588233
Account No.:	3910-00000-00400-000	Key No.:	581203
Account No.:	3910-00000-00900-000	Key No.:	588288

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:

The true and actual consideration for this conveyance is \$290,000.00.

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 FEB 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 11th day of February, 2004.

THE MERRILEES FAMILY TRUST UDA JULY 21, 1998
BY: James Merrilees Trustee
JAMES MERRILEES, TRUSTEE

BY: Barbara J. Merrilees - Trustee
BARBARA J. MERRILEES, TRUSTEE

"Exhibit A"

36.00
4/24

State of Oregon
County of KLAMATH

08428

This instrument was acknowledged before me on February 11, 2004 by JAMES MERRILEES & BARBARA J. MERRILEES,
TRUSTEES OF THE MERRILEES FAMILY TRUST UDA JULY 21, 1998.



Kristi L. Redd
(Notary Public for Oregon)
My commission expires 11/16/2004

08429

EASEMENT AGREEMENT
AFFIDAVIT

We, David P. Fairclo; Susan E. Fairclo; ~~Grant Knoll, Trustee of the Fairclo Knoll~~
~~Trust dated July 2, 2002, and Drew Ronald Hill~~ hereby acknowledge that the attached
Agreement granting an easement for irrigation purposes dated April 20, 1970 and
Recorded on June 1, 1970 in Volume M70, page 4301 is still in full force and effect and
no 30 day notice for termination has been delivered to the Second Parties.

Dated this 6th day of February, 2004.


DAVID P. FAIRCLO

SUSAN E. FAIRCLO

~~THE FAIRCLO-KNOLL TRUST dated July 2, 2002~~
~~xxxxxx~~

By:

~~FAIRCLO-KNOLL TRUST~~
~~xxxxxx~~

~~DREW RONALD HILL~~
~~xxxxxx~~

EASEMENT AGREEMENT
AFFIDAVIT

08430

We, David P. Fairclo; Susan E. Fairclo; ~~xxxxxx~~ Grant Knoll
~~xxxxxx~~ hereby acknowledge that the attached
~~xxxxxx~~ Agreement granting an easement for irrigation purposes dated April 20, 1970 and
Recorded on June 1, 1970 in Volume M70, page 4301 is still in full force and effect and
no 30 day notice for termination has been delivered to the Second Parties.

Dated this 3rd day of February, 2004.

DAVID P. FAIRCLO

Susan E. Fairclo
SUSAN E. FAIRCLO

~~xxxxxx~~

By:

~~xxxxxx~~

~~xxxxxx~~

Grant Knoll
Grant Knoll 2/10/2004