

2016-007631

Klamath County, Oregon

RECORDING COVER SHEET

Pursuant to ORS 205.234



00189670201600076310070078

07/19/2016 11:46:02 AM

Fee: \$72.00

The cover sheet has been prepared by:

Klamath Irrigation District

6640 KID Ln

Klamath Falls, OR 97603

Any error in this cover sheet does not affect the transactions contained in the instrument. The cover sheet need not be separately signed or acknowledge.

AFTER RECORDING RETURN TO:

Pursuant to ORS 205.180 (4) & 205.238

Klamath Irrigation District

6640 KID Ln

Klamath Falls, OR 97603

"Rerecorded at the request of Klamath Irrigation District to correct legal description previously recorded in 2016-4062."

TITLE OF TRANSACTION(S):

Pursuant to ORS 205.234 (1)(a)

Agreement For Release of Water and Drainage Rights

DIRECT PARTY/GRANTOR & ADDRESS:

Pursuant to ORS 205.234 (1)(b)

Cecil & Judith Ann Forney

5111 Bristol Ave

Klamath Falls, OR 97603

INDIRECT PARTY/GRANTEE & ADDRESS:

Pursuant to ORS 205.234 (1)(b)

Klamath Irrigation District

6640 KID Ln

Klamath Falls, OR 97603

UNTIL A CHANGE IS REQUIRED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS:

Pursuant to ORS 93.260

No Change

TRUE AND ACUTAL CONSIDERATION:

Pursuant to ORS 93.030

N/A

TAX ACCOUNT NUMBER OF THE PROPERTY:

Pursuant to ORS 312.125 (4)(b)(B)

N/A

77



00185376201600040620050050

AFTER RECORDING, RETURN TO:

Klamath Irrigation District
6640 KID Lane
Klamath Falls OR 97603

04/22/2016 08:29:41 AM

Fee: \$62.00

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS

This Agreement is made by and between Cecil and Judith Ann Forney
5111 Bristol Ave, Klamath Falls OR 97603
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 .93
acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s):
3909-11DB-01300 Situs: 5111 Bristol Ave Klamath Falls OR 97603
and more particularly described as follows:

~~Twp 39, range 9, block sec 11, tract per NW4SE4, acres .85.~~

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

SUSPENSION AGREEMENT (effective 05/13/2015)

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 30th day of March, 2016.

LAND OWNERS

[Signature] Judith A. Forney

STATE OF Oregon, County of Klamath) ss.

This instrument was acknowledged before me on March 30, 2016 by
Cecil and Judith A. Forney



Rachelle Marie Gates
Notary Public for Oregon
My Commission Expires: 4/3/2018

NOW, THEREFORE, KID does hereby duly execute this Agreement this 19th day of April, 2016.

KLAMATH IRRIGATION DISTRICT

By: Brent Cheyne
Its President

By: Gant Kroll
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 19th day of April, 2016, by Brent Cheyne, as President, and Gant Kroll, 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.

Vice President



Rachelle Marie Gates
Notary Public for Oregon
My Commission Expires: 4/3/2016

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.

"EXHIBIT A"

Beginning at a point in the center line of a 60 foot roadway from which the quarter corner common to Sections 11 and 14, Township 39 South, Range 9 E.W.M. bears South 89° 28' West along said roadway center line 290.2 feet and South 0° 09' East along the North and South center line of said Section 11 as marked on the ground by a well established fence line 1663.6 feet and running thence North 0° 16' West 319.8 feet; thence South 89° 31' East 129.4 feet; thence South 0° 16' East 317.5 feet, more or less, to the center line of the before mentioned roadway; thence South 89° 28' West 129.4 feet, more or less, to the point of beginning, containing one acre more or less .