

2016-008189

Klamath County, Oregon



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08/03/2016 10:22:28 AM

Fee: \$62.00

AFTER RECORDING, RETURN TO:

Horsefly Irrigation District  
PO Box 188  
2797 Market Street  
Bonanza, OR 97623

### AGREEMENT FOR RELEASE OF WATER RIGHTS

This Agreement is made by and between

Paul Melanesi

herein called "Land Owners," whether one or more, and the Horsefly Irrigation District, herein called "HID."

### RECITALS

A. Land Owners own land in Klamath County, Oregon, containing 2.14  
Acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): \_\_\_\_\_

and more particularly described as follows: 3811 1/2 34 TR 300  
dot

Key R484675

B. Land Owners' predecessors in interest agreed to be included within HID for the purpose of receiving irrigation water from HID 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 HID of Land Owners' land from HID'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 HID 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



JOHN HEATON P.L.S.

# TRU SURVEYING LINE

2333 SUMMERS LANE  
KLAMATH FALLS, OREGON 97603  
PHONE: (541) 884-3691



JULY 19, 2016

## LEGAL DESCRIPTION

PARCEL 2 OF "LAND PARTITION 46-07", SAID LAND PARTITION SITUATED IN THE N1/2 OF SECTION 34, TOWNSHIP 38 SOUTH, RANGE 11 1/2 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

TOGETHER WITH AN EASEMENT FOR ACCESS OVER, UNDER AND ACROSS PARCEL 1 OF "LAND PARTITION 46-07", AS DELINEATED ON THE FACE OF THE SAID LAND PARTITION.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*John M. Heaton*

OREGON  
JANUARY 14, 2009  
JOHN M. HEATON  
72841

RENEWAL DATE 6/30/17

*John M. Heaton*

JOHN M. HEATON

P.L.S. 72841



the land, Land Owners agree to furnish to HID 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 HID, 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 HID to exclude said land from assessment and from the benefits of HID.

3. Land Owners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in HID, including the right to receive irrigation water, and the right to vote in any HID 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 HID from Lost River ("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 HID 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 HID for use on the land described above. Land Owners do hereby assign and transfer unto HID any and all water rights for the diversion and use of water from the Lost River, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of HID 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 HID. 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 HID 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 HID as now constructed and located upon or affecting Land Owners' said property and do agree that HID 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 HID 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 HID 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 charges that have been exempted by this Agreement, plus the amount of all interest that would have been chargeable for nonpayment of such charges 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 for HID 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.

**10. With the ratification of this agreement, the landowner must pay to HID the full amount of the remaining bonded indebtedness that is determined by HID to be attributable to the lands requested for delivery service removal.**

This Agreement shall take effect upon the approval of the same by the Board of Directors of HID, and the adoption of the Resolution exempting said land from the assessments of HID.

WITNESS their hands this 22 day of June, 2016.

LAND OWNERS:

Paul Melsness

STATE OF Oregon, County of Klamath, ss.

This instrument was acknowledged before me on June 22, 2016 by Paul Melsness



Notary Public for Oregon  
My Commission Expires: 06/16/2018



The foregoing Agreement for Release of Water and Drainage Rights, having been read and considered by the Board of Directors of HID 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 HID approve and agree to the same, and did order that the above-described lands be exempted from the payment of the assessments of HID and accept the release to HID of the water rights that were appurtenant to said land.

NOW, THEREFORE, HID does hereby duly execute this Agreement this 30 day of June, 2016.

HORSEFLY IRRIGATION DISTRICT

By: Eric Mockedge

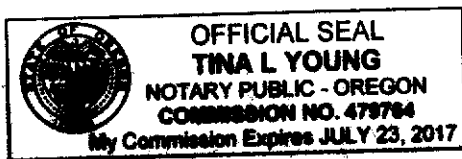
Its President

By: Helen Harkins

Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 30 day of June, 2016, by Eric Mockedge, as President and Helen Harkins as Secretary, of the Horsefly 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 Horsefly Irrigation District.



Tina Young

Notary Public for Oregon

My Commission Expires: 7-23-17