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**AFTER RECORDING, RETURN TO:**

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 Wildlife Unlimited, Inc., 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 2.36 acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): 3809-34CD-600 and more particularly described as follows:

**Parcel 1:**

All of Enterprise Tract No. 26, except the South 697 feet and except the East 260 feet;

All of Enterprise Tract No. 31, except that portion which is included in the plat of Sunnyland.

Also excepting therefrom the following 5 parcels of property:

Beginning at the NE corner of Lot 9, Elm Park, Klamath County, Oregon; thence N 0° 53' W 246.95 feet to a point on the South line of a canal; thence along the S line of said canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears N 55° 55' W 93.57') a distance of 93.63 feet; thence S 0° 05' E 300.63 feet to a point on the N line of said Lot; thence N 89° 06' E 80.87' to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning on the North line of Lot 9, Elm Park, Klamath County, Oregon, at a point which is 80.87 feet S 89° 06' W from the NE corner of said Lot; thence N 0° 05' W 300.63' to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears N 65° 25' W 143.05') a distance of 143.29 feet; thence S 0° 05' E 362.19 feet to a point on the North line of said Elm Park; thence N 89° 06' E 130.01' to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 EWM, Klamath County, Oregon.

Beginning on the North line of Elm Park, Klamath County, Oregon, at a point which is 210.88

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feet S 89° 06' W from the NE corner of Lot 9, Elm Park; thence S 89° 06' W 170.52 feet to a point; thence N 0° 05' W 400.59 feet to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the right to a point which is N 0° 05' W 362.19 feet from the point of beginning; thence S 0° 05' East 362.19 feet to the place of beginning, being situated in the SW¼ of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Commencing at the Northeast corner of Lot 37, Enterprise Tracts, Klamath County, Oregon; thence S 0° 15' 30" E, along the centerline of Avalon Street, 355.75 feet; thence S 56° 38' 10" E, 36.03 feet to a point on the East boundary of said street for the true point of beginning; thence S 56° 38' 10" E, 108.05 feet; thence S 73° 31' 10" E, 41.51 feet; thence N 79° 52' East, 103.20 feet; thence N 70° 29' 20" East, 154.58 feet; thence N 89° 25' 40" East, 82.78 feet; thence N 1° 24' 20" West, 31.01 feet; thence N 89° 25' 40" East, 50.00 feet; thence N 134.58 feet, to the Southwesterly boundary of the U.S.R.S. "A" Canal; thence along said canal boundary North 81° 17' West, 23.93 feet; thence 299.22 feet along the arc of a curve right (which arc has a radius of 433.10 feet and a long chord of N 61° 29' 30" West 293.30 feet); thence N 41° 42' West, 183.35 feet to the Southeasterly boundary of Eberlein Avenue; thence along said boundary S 47° 52' 54" 30" West, 144.93 feet to the East boundary of Avalon Street; thence along said boundary S 0° 15' 30" East, 348.87 feet to the true point of beginning.

A parcel of land, situated in Tract 31 Enterprise Tracts, Klamath County, Oregon; being more particularly described as follows:

Beginning at a ½" rebar marking the Northwest corner of Block 1, Sunnyland subdivision, said point also being on the Easterly right of way of Avalon Street; thence N 00° 15' 30" W 237.85 feet, along the Easterly right of way of Avalon Street, to a ½" rebar; thence S 56° 38' 10" East 99.79 feet to a ½" rebar; thence S 73° 31' 10" East 47.66 feet to a ½" rebar; thence N 79° 52' 00" East 108.29 feet to a ½" rebar; thence N 70° 29' 20" East, 50.00 feet to a ½" rebar; thence S 89° 24' 00" East 54.07 feet to a ½" rebar; thence S 00° 11' 48" East, 183.24 feet to a ½" rebar; thence S 89° 45' 30" West, 20.00 feet to a ½" rebar; thence S 00° 11' 48" East, 20.00 feet to a ½" rebar on the Northerly boundary of Sunnyland subdivision; thence S 89° 45' 30" West, 316.48 feet, along the Northerly boundary of Sunnyland subdivision to the place of beginning.

#### Parcel 2

Beginning at a point on the Northerly boundary of Sunnyland subdivision being N 89° 45' 30" East 316.48 feet from the Northwest corner of Block 1 of said Subdivision and being the Southeast corner of that tract of land described in Deed Volume M80, Page 18566 of the Klamath County Deed Records; thence S 89° 45' 30" West, along said Northerly boundary, 15.00 feet; thence along the arc of a curve to the right (radius point bears N 89° 45' 30" East, 35.00 feet and central angle equals 90° 02' 42") 55.01 feet to a point on the East line of said Deed Volume; thence along the boundaries of said Deed Volume S 00° 11' 48" East, 15.00 feet, S 89° 45' 30" West 20.00 feet and S 00° 11' 48" East 20.00 feet to the point of beginning with bearings based on recorded Survey No. 2954.

Subject to covenants, conditions, restrictions, easements, reservations, rights, rights of way and  
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all matters appearing of record.

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.

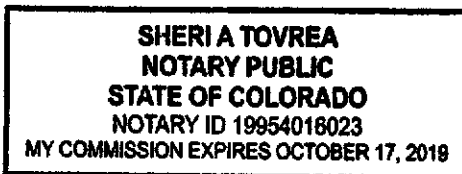
WITNESS their hands this 10<sup>th</sup> day of November, 2016.

LAND OWNERS:

Wildlife Unlimited Inc Gary Hart

STATE OF Colorado )  
County of Custer ) ss.

This instrument was acknowledged before me on 10<sup>th</sup> November, by Wildlife Unlimited Inc, Gary Hart



[Signature]  
Notary Public for Colorado  
My Commission Expires: 10-17-19

NOW, THEREFORE, KID does hereby duly execute this Agreement this 8th day of December, 2016.

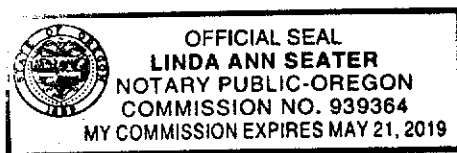
KLAMATH IRRIGATION DISTRICT

By: Grant W. Knoll  
Its President

By: John F. Wolf  
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 8th day of December, 2016, by ---Grant W. Knoll, as President, and --John F. Wolf--, 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.



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

SUSPENSION AGREEMENT (effective 05/13/2015)



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 15 day of December, 2016.

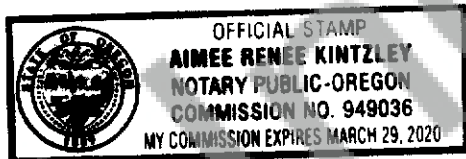
Lien Holder: by: Irene Bamy  
Its Authorized Officer

STATE OF Oregon, County of Lake ss.

This instrument was acknowledged before me on December 15<sup>th</sup>, 2016

by Irene Bamy

as \_\_\_\_\_ of \_\_\_\_\_



[Signature]  
Notary Public for Lake Co.  
My Commission Expires: March 29, 2020

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.