

Don Nelson

Returned at Counter

2018-011366

Klamath County, Oregon



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09/19/2018 10:08:34 AM

Fee: \$97.00

AFTER RECORDING, RETURN TO:

Horsefly Irrigation District
P.O. Box 188
Bonanza, OR 97623

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

This Agreement is made by and between Don Nelson
Horsefly Irrig Dist, ("Land Owners"), whether one or more, and the
Horsefly Irrigation District ("Horsefly").

RECITALS

A. Land Owners own land in Klamath County, Oregon containing 9.52 acres of
irrigable land, identified as Klamath County Tax Assessor's Account No(s): R 895005 .95 AC
R 895006 .69 AC R 895388 .85 AC R 895389 4.40 AC R 605358 33 AC
A R 605330. 2.30 AC. Total 9.52
and more particularly described as follows:

B. Land Owners' predecessors in interest agreed to be included with Horsefly for the
purpose of receiving irrigation water and drainage services from Horsefly 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 Horsefly of Land Owners' land
from Horsefly's charges, assessments, lien, collection and foreclosure rights under Oregon
Revised Statutes Chapter 545, and, specifically, Oregon Revised Statutes Chapter 545, Sections
545.097 through 545.126, the Land Owners and Land Owners' heirs, devisees, personal
representatives, grantees, vendees, successors, and assigns, jointly several represent, warrant,
guarantee, covenant, and agree with Horsefly 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 Horsefly 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 Horsefly, or have been permanently devoted to uses other than agriculture, horticulture, or grazing, or are subject to being irrigated from another source or, it is in the best interest of Horsefly to exclude said land from assessment and from the benefits of Horsefly.

3. Land Owners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in Horsefly, including the right to receive irrigation water, the right to use the drainage system operated and maintained by Horsefly, and the right to vote in any Horsefly 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 Horsefly from the Lost River and Clear Lake Reservoir ("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 Horsefly 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 Horsefly for use on the land described above. Land Owners do hereby assign and transfer unto Horsefly any and all water rights for the diversion and use of water from the Lost River and Clear Lake Reservoir, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of Horsefly 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 Horsefly. This Agreement shall not be interpreted to affect or restrict Land Owners' rights or ability to obtain water from any other provider or secure.

5. Land Owners do hereby recognize, ratify, grant, and confirm the existence of all existing rights of Horsefly or the United States affecting Land Owners' said property, including without limitations by this recital, all rights of way, easements, and servitudes for all irrigation and drainage facilities of the United States or Horsefly as now constructed and located upon or affecting Land Owners' said property and do agree that Horsefly 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 Horsefly 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 Horsefly 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 Horsefly 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 Horsefly, and the adoption of the Resolution exempting said land from the assessments of Horsefly.


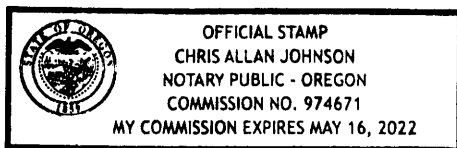
WITNESS their hands this 19th day of Sept, 2018.

LAND OWNER:



STATE OF OREGON)
) ss.
County of Klamath)

This instrument was acknowledged before me on this 19th day of Sept, 2018 by Dennis Nelson, Land Owner, and acknowledged the foregoing instrument to be his/her voluntary act. Before me:


Notary Public for Oregon
My Commission expires: MAY 16 2022

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WITNESS their hands this 19th day of Sept, 2018.

LAND OWNER:

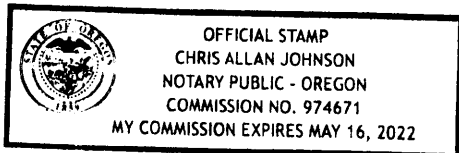
[Signature]

STATE OF OREGON)

) ss.

County of Klamath)

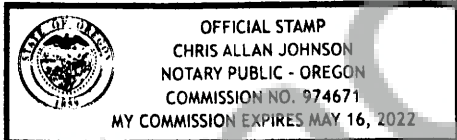
This instrument was acknowledged before me on this 19th day of Sept, 2018 by Donald Nelson, Land Owner, and acknowledged the foregoing instrument to be his/her voluntary act. Before me:



[Signature]
Notary Public for Oregon
My Commission expires: MAY 16 2022

WITNESS their hands this 19th day of Sept, 2018.

HORSEFLY IRRIGATION DISTRICT



By: [Signature]
Its: President

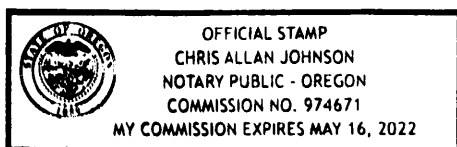
By: [Signature]
Its: Secretary

STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on this 19th day of Sept, 2018 by Eric Mockridge, as President, and Helen Hankins, as Secretary, of the Horsefly Irrigation District, and that the seal affixed to this instrument is the official seal of 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.



[Signature]
Notary Public for Oregon
My Commission expires: MAY 16 2022