

2018-015293

Klamath County, Oregon



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12/24/2018 09:20:50 AM

Fee: \$112.00

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 ---David W. Groves---, 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: 3909-14BC-2001, 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.

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

Page 1 of 7, including Subordination and Exhibit "A."

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 parties have signed, including subordination agreement.

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

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

This agreement is executed this 23rd day of October, 2018.

OWNER:

David W. Groves
David W. Groves

FOR INDIVIDUAL OWNERS:

STATE OF OREGON)
) ss.
County of Klamath)

On this 23rd day of October, 2018, before me personally appeared David W. Groves, 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.



Deborah Torrie
Notary Public of Oregon
My Commission Expires: April 30th 2021

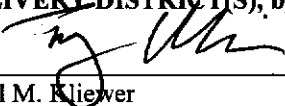
FOR CORPORATE OR LIMITED LIABILITY COMPANY OWNERS:

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this _____ day of _____, 20____, the above named _____ as _____ of _____, 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.

Notary Public of Oregon
My Commission Expires: _____

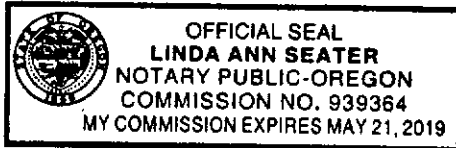
DELIVERY DISTRICT(S), by:

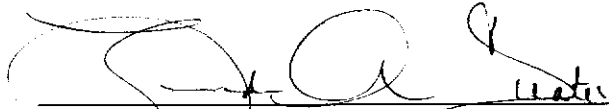

Tyrel M. Kliever

DELIVERY DISTRICTS:

STATE OF OREGON)
) ss.
County of Klamath)

On this 15th day of November, 2018, personally appeared
Tyrel M. Kliever, who, being duly sworn, did say that he/she is the
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.



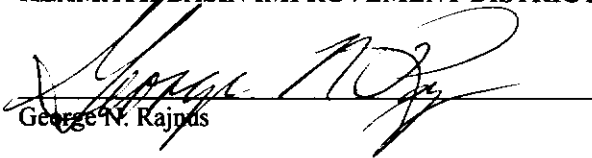

Notary Public of Oregon
My Commission Expires: May 21, 2019

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.

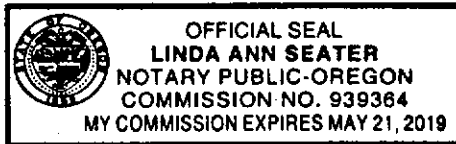
Notary Public of Oregon
My Commission Expires: _____


KLAMATH BASIN IMPROVEMENT DISTRICT, by:

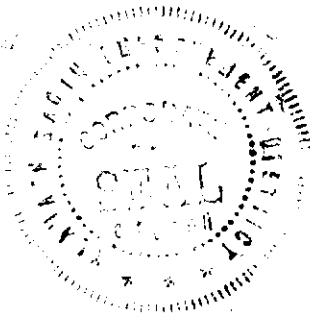

George N. Rajius

STATE OF OREGON)
) ss.
County of Klamath)

On this 11th day of December, 2018, personally appeared George N. Rajius--
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: May 21, 2019



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.

STATE OF)
) ss.
County of)

Personally appeared before me this _____ day of _____, 20 _____, the above named _____ as _____ of _____, 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.

Notary Public of
My Commission Expires: _____

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"

The South 87.5 feet of Lot 46, Elmwood Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Together with the following described parcel: That portion of the following described parcel lying Easterly of the extension of the Westerly line of the Lot 46, Elmwood Park: Beginning at an iron pin marking the Southeast corner of Lot 46, Elmwood Park; thence N 89° 33' W along the Southerly boundaries of Lots 46, 45, 44, 43 and 42 of said Elmwood Park 350.15 feet to an iron pin on the Southerly boundary of and 20 feet more or less Westerly of the Southeast corner of said Lot 42 of said Elmwood Park; thence around a circular curve to the left whose radius is 64.71 feet and whose long chord bears S 28° 30' East 61.85 feet for a distance of 64.37 feet; thence S 57° 00' East for a distance of 19.75 feet to an iron pin; thence N 78° 24½' East for a distance of 310.40 feet more or less to the point of beginning.

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