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12/13/2019 12:01:59 PM

Fee: \$107.00

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 Gene K. Hill & Judith A. Hill, as Tenants by the Entirety, 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 0.34 acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): 3909-10DD-2000 and more particularly described as follows:

Lot 1, Block 3, Mazama Gardens, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to covenants, conditions, restrictions, easements, reservations, rights, rights of way and 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,

SUSPENSION AGREEMENT (effective 05/13/2015)

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 6th day of Dec, 2019.

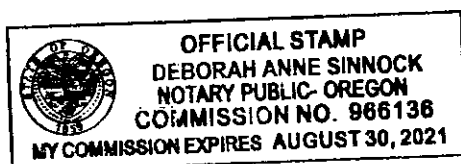
LAND OWNERS:

Gene K. Hill
Gene K. Hill

Judith A. Hill
Judith A. Hill

STATE OF Oregon)
) ss.
County of Klamath)

On this 6th day of Dec, 2019, before me personally appeared Gene K. Hill whose personally known to me/whose identity was proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed the same.



Deborah Anne Sinnock
Notary Public for Oregon
My Commission Expires: 8-30-21

NOW, THEREFORE, KID does hereby duly execute this Agreement this 10th day of Dec. 2019.

KLAMATH IRRIGATION DISTRICT

By: Tyrel Kiewer
Its President

By: Gene R Souza
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 10th day of December, 2019, by Tyrel Kiewer, as President, and Gene R Souza, 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.



Tammi Ann Flanakin
Notary Public for Oregon
My Commission Expires: 5-14-2022

Consent of Lien Holder

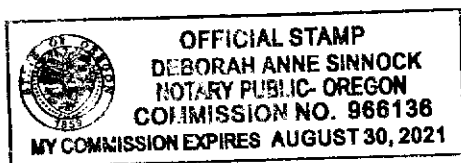
Sherry E. McManus,
("Lien Holder"), hereby consents to the grant of the foregoing Agreement for Release of Water
and Drainage Rights by Gene K. Hill to the
Klamath Irrigation District, and joins in the execution hereof solely as Lien Holder and
Hereby does agree that in the event of the foreclosure of 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 6th day of Dec, 2019.

Lien Holder: by Sherry E. McManus
Its Authorized Officer

STATE OF OR, County of Klamath ss.

This instrument was acknowledged before me on Dec 6, 2019
by Sherry E. McManus
as _____ of _____



Deborah Anne Sinnock
Notary Public for Klamath Co.
My Commission Expires: 8-30-21

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.

STATE OF OREGON

CERTIFICATION OF VITAL RECORD

808565

I.D. TAG NO.

OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

136-2018-027655

STATE FILE NUMBER

TO BE COMPLETED BY FUNERAL FACILITY

Legal Name First Judith		Middle Ann	Last Hill	Suffix	Death Date October 22, 2018
Sex Female	Age 70 years	Social Security Number 558-80-7770		County of Death Klamath	
Birthdate June 06, 1948		Birthplace Portola, California		Was Decedent Ever in U.S. Armed Forces? No	
Residence: 3805 Mazama Drive				City/Town Klamath Falls	
Residence County Klamath		State or Foreign Country Oregon		Zip Code + 4 97603	Inside City Limits? No
Marital Status at Time of Death Married		Spouse's Name Prior to First Marriage Gene Kenneth Hill			
Father's Name Charles Servia				Mother's Name Prior to First Marriage Dorothy Kearns	
Informant's Name Gene K. Hill		Telephone Number Not Available	Relationship to Decedent Spouse	Mailing Address 3805 Mazama Drive, Klamath Falls, OR 97603	
Place of Death Decedent's Residence - Hospice		Facility Name			
Location of Death 3805 Mazama Drive		City/Town or Location of Death Klamath Falls		State Oregon	Zip Code + 4 97603
Method of Disposition Cremation		Place of Disposition Klamath Cremation Service		Location (City/Town and State) Klamath Falls, Oregon	
Name and Complete Address of Funeral Facility O'Hair - Wards Funeral Chapel 515 Pine Street, Klamath Falls, Oregon 97601					
Date of Disposition TBD		Funeral Director's Signature Jason M Ward		Electronically Signed	OR License Number CO-3678
Registrar's Signature Jennifer A. Woodward		Date Received October 22, 2018		Local File Number	
Amendment					

TO BE COMPLETED BY MEDICAL CERTIFIER

Was case referred to Medical Examiner? No	Autopsy? No	Were autopsy findings available to complete the cause of death?		Time of Death 01:30 AM
CAUSE OF DEATH IMMEDIATE CAUSE ↓ chronic obstructive lung disease				Approximate Interval: Onset to Death years
a. Due to (or as a consequence of) ↓				
b. Due to (or as a consequence of) ↓				
c. Due to (or as a consequence of) ↓				
d. Due to (or as a consequence of) ↓				
Other significant conditions contributing to death osteoporosis				
Manner of Death Natural	If Female Not Applicable		Did tobacco use contribute to death? Yes	
Date of Injury	Time of Injury	Place of Injury	Injury at Work?	
Location of Injury				
Describe how injury occurred			If transportation injury, specify.	
Name and Address of Certifier Debra Hartley 2865 Daggett Avenue, Klamath Falls, Oregon 97601				
Name and Title of Attending Physician If Other than Certifier				Date Signed October 22, 2018
Medical Certifier Debra Hartley	Electronically Signed	Title of Certifier M.D.	License Number MD158412	
Amendment				



20181024723

45-2CC (01/06)

I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORD FACTS ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON CENTER FOR HEALTH STATISTICS.

DATE ISSUED:

October 24, 2018

JENNIFER A. WOODWARD, Ph.D.
STATE REGISTRAR

THIS COPY IS NOT VALID WITHOUT OFFICIAL VITAL RECORD FLAG WATERMARK AND HOLOGRAPHIC SEALS.

