

2020-001998

Klamath County, Oregon



00254710202000019980080082

02/18/2020 03:14:34 PM

Fee: \$117.00

**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 John D Rojas IRA herein called "Landowners," whether one or more, and the Klamath Irrigation District, herein called "KID."

**RECITALS**

A. Landowners own land in Klamath County, Oregon containing .37 of irrigable land, identified as Klamath County Tax Assessor's Account No(s): 3909-03AB-00700 and more particularly described as follows:

Lot 7 Block B Homecrest

B. Landowners' 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. Landowners' 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

**SUSPENSION AGREEMENT** (effective 05/13/2015)

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 28<sup>th</sup> day of January, 2020.

LAND OWNERS: PENSICO Trust Company, LLC  
By: Jessica Theisen  
Its Authorized Signatory

Pensico Trust Co., LLC  
Custodian FBO John D Rojas IRA  
STATE OF Colorado, County of Denver ) ss.

This instrument was acknowledged before me on January 28, 2020 by  
Jessica Theisen, Authorized signatory

Marcella A Home  
Notary Public for ~~Oregon~~ Colorado  
My Commission Expires: 9-27-2023

Marcella A Home  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20194037142  
MY COMMISSION EXPIRES 09/27/2023

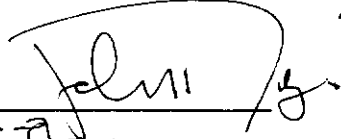
thereof in perpetuity, forever binding the same for the use and benefit of KID and the United States of America, and their respective successors, grantees, transferees, and assigns.

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.

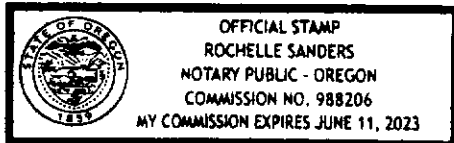
WITNESS their hands this 23 day of DECEMBER, 2019.


LAND OWNERS:

  
~~Penseo Trust Co., LLC~~  
JOHN D. ROJAS

STATE OF Oregon, County of Klamath) ss.

This instrument was acknowledged before me on Dec. 23, 2019 by  
John Dedios Rojas



  
Notary Public for Oregon  
My Commission Expires: June 11, 2023

Missing page 4  
when Notary was  
Completed.

### **PENSCO Trust Company Board Resolution**

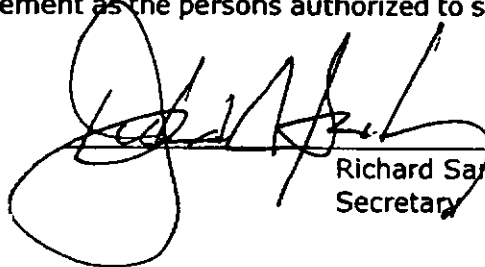
I, Richard Sanchez, being duly constituted Secretary of the PENSCO Trust Company LLC (the "Company"), a non-depository trust company in limited liability company form, organized and existing under, and by virtue of the Laws of the State of Colorado, hereby certify that effective on the 12th day of March 2019, the following resolution was duly adopted by the Board of Managers and that the same has not been repealed and amended, and remains in full force and effect, and does not conflict with the Charter, Limited Liability Company Agreement and Operating Procedures, or rules and regulations of said organization.

**RESOLVED**, that each of the individuals with the titled positions as set forth in **Exhibit "A"**, and who are more specifically identified and approved by Company management in **Exhibit "B"** are hereby authorized and empowered as prescribed by Company policy to purchase, transfer, endorse, sell, assign, borrow, set over and deliver any and all shares of stocks, bonds, debentures, proxies, annuities, certificate of deposits, limited partnerships or other securities, and real-estate holdings now or hereafter standing in the name of the Company for the benefit of clients or their beneficiaries in its name, a dba or any nominee name and to make, execute and deliver any and all written instruments necessary or proper to effectuate the authority hereby conferred. Assets held on behalf of account owners of the Company have historically been, and may currently remain, registered in one or more of the following names: PENSCO Pension Services, PENSCO Trust Company, Lincoln Trust Company, IMS & Co, Trustlynx & Co, NTC & Co, FTC & Co, 1<sup>st</sup> & Co, Fiserv ISS & Co, FI & Co, FIACO & Co., CRS & Co., Retirement Accounts & Co., Retirement Accounts, Inc. and Resources Trust Company. Assets newly purchased on behalf of account owners of the Company are generally registered in the name of the Company or in the nominee name of NTC & Co.

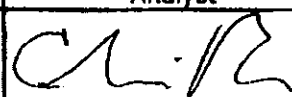
**RESOLVED FURTHER**, that the individuals in Exhibit B may be removed and substituted as deemed appropriate by Company management with individuals who hold titles identified on Exhibit A.

I hereby certify that the above resolution is in full force and effect this 12th day of March 2019, and that the individuals identified on *Exhibit B* are those individuals deemed by Company management as the persons authorized to sign securities on behalf of the Company.

(SEAL)



Richard Sanchez  
Secretary

EXHIBIT "B"	 Curtis Glover Chairman, CEO, President	 David Foxhoven VP, Operations	 Amy Wong VP, Account Operations
 Dimetra Pelekidis VP, Client Services	 Jim Weinberg VP Private Placements	 Elpidia "Liz" Anderson Real Estate & Notes Maintenance Supervisor	 Cody Alford B2B/High Net Worth Supervisor
 Amy Arnold Market Traded Securities Specialist	 Nicholas Cavarra Real Estate and Notes Maintenance Specialist	 Taylor Close Onboarding Manager	 Jackie Coles Retirement Services Account Senior Specialist
 Sharon Doyle Market Traded Securities Specialist	 Michelle Fausett Real Estate and Notes Lead	 Aaron Finders B2B High Net Worth Supervisor	 Eva Freindl Private Equity Lead
 Laura Grimes Private Equity Supervisor	 Sean Irions Market Traded Securities Manager	 Shane Johnston Private Equity Supervisor	 Natasha Landis Retention Specialist
 Lindsey Robinson B2B/High Net Worth Manager	 Nicholas Miller Retirement Services Supervisor	 Barbara Ngirainau Private Equity Maintenance Senior Analyst	 Karla Nguyen Real Estate & Notes Manager
 Brian Nissen Cash Management Supervisor	 Francis Novella Deal Office Consultant	 Chris Rains Investment Review Specialist	 Chris Shanahan Director, Deal Office
 Dan Shaw Retirement Services Lead	 Jessica Thiesen Investment Review & Processing Administrator	 Allison Vandenberg Private Equity Supervisor	 Cheryl Vetromila Director, Operations
 Greg Wade Investment Review & Processing Senior Analyst	 Danielle Watkins Investment Review & Processing Administrator	 Matthew White Private Equity Manager	 Carey Wieland Real Estate and Notes Supervisor
 Petal Young Reregistration Supervisor	 PAUL GREIG Interim CEO + Chairman	 Kevin L. Thompson CFO	

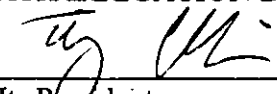
**Exhibit "A"**

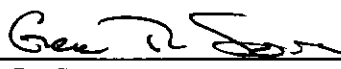
**Chairman, CEO, President**  
**Chairman, Interim CEO and President, Opus Bank**  
**EVP, CFO & Treasurer, Opus Bank**  
**Vice President, Account Operations**  
**Vice President, Client Services**  
**Vice President, Operations**  
**Vice President, Private Placements**

**B2B/High Net Worth Manager**  
**B2B/High Net Worth Supervisor**  
**Cash Management Supervisor**  
**Deal Office Consultant**  
**Director, Deal Office**  
**Director, Operations**  
**Investment Review Specialist**  
**Investment Review & Processing Administrator**  
**Investment Review & Processing Senior Analyst**  
**Market Traded Securities Manager**  
**Market Traded Securities Senior Specialist**  
**Onboarding Manager**  
**Private Equity Lead**  
**Private Equity Maintenance Senior Analyst**  
**Private Equity Manager**  
**Private Equity Supervisor**  
**Real Estate and Notes Lead**  
**Real Estate and Notes Maintenance Specialist**  
**Real Estate & Notes Maintenance Supervisor**  
**Real Estate & Notes Manager**  
**Real Estate & Notes Supervisor**  
**Reregistration Supervisor**  
**Retirement Services Account Senior Specialist**  
**Retirement Services Supervisor**  
**Retirement Services Lead**  
**Retention Specialist**

NOW, THEREFORE, KID does hereby duly execute this Agreement this 10<sup>th</sup> day of February 2020.

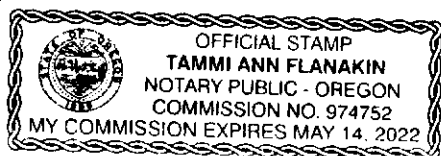
KLAMATH IRRIGATION DISTRICT


By:   
Its President

By:   
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 10<sup>th</sup> day of February, 2020, 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.



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