

2020-002217

Klamath County, Oregon



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02/24/2020 12:55:45 PM

Fee: \$107.00

**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 Jaime Harris, 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 Klamath County, Oregon, referred to as Klamath County Tax Lot: 3910-08DB-00600 1.09 Ac as more particularly as follows:

Lot 4 Tract 1278, Collier Lane

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

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

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

will cooperate with Owner as Owner makes such requests upon Delivery Districts.

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.

This agreement is executed this 29<sup>th</sup> day of January, 2020

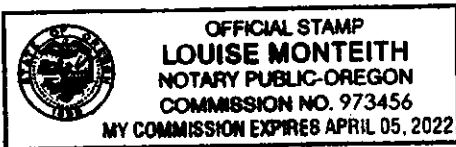
OWNER:

Jaime Harris  
Jaime Harris

FOR INDIVIDUAL OWNERS:

STATE OF OREGON     )  
                                  ) ss.  
County of Klamath    )

On this 29<sup>th</sup> day of January, 2020, before me personally appeared Jaime Harris, 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.



Louise Monteith  
Notary Public of Oregon  
My Commission Expires: April 05, 2022

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:

Kenneth M. Schell

Kenneth M. Schell

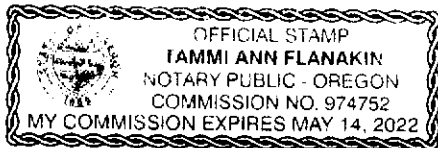
DELIVERY DISTRICTS:

STATE OF OREGON )

) ss.

County of Klamath )

On this 10<sup>th</sup> day of February, 20 20, personally appeared Kenneth M. Schell, who, being duly sworn, did say that he/she is the President of Pine Grove Irrigation Dist 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.



Jammi Ann Flanakin

Notary Public of Oregon

My Commission Expires: 5-14-2022

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:

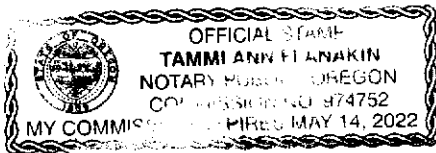
  
George N. Rainus

STATE OF OREGON     )  
                                  ) ss.  
County of Klamath    )

On this 14<sup>th</sup> day of February, 20 20, personally appeared George  
N. Rainus 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 Directors and acknowledged said instrument to be its voluntary act and deed.



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



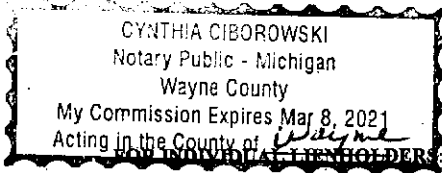
SUBORDINATION AGREEMENT

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.

Kalvin Cauthen Assistant Secretary of MERS  
Kalvin Cauthen

STATE OF MI. )  
 ) ss.  
County of Wayne )

Personally appeared before me this 28th day of January, 2020, the above named Kalvin Cauthen as ASST. SEC. OF MERS of Quicken Loans, 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.



Cynthia Ciborowski  
Notary Public of  
My Commission Expires: 3/8/21  
Cynthia Ciborowski

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: \_\_\_\_\_