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AFTER RECORDING RETURN TO:
KLAMATH BASIN IMPROVEMENT DISTRICT
6640 KID LANE
KLAMATH FALLS, OR 97603

2020-015268
Klamath County, Oregon



11/23/2020 12:38:05 PM

Fee: \$107.00

**APPLICATION AND AGREEMENT FOR SERVICE
AND ASSESSMENT OF LANDS**

RICHARD R AND KATHERINE BATSELL, hereinafter called Landowner, applies, and represents to KLAMATH BASIN IMPROVEMENT DISTRICT, an Oregon Improvement District hereinafter called the District and covenants and warrants to and with said District as follows:

1. Landowner represents, covenants, and warrants that he is the sole owner of the following described lands situated within the district and that he has full right and authority to bind and burden the same as hereafter set forth, to wit:

Parcel Three of Land Partition 29-02, being a replat of Parcel 1 of Minor Land Partition 47-91 situate in Section 13 and 14, In Township 39 South, Range 10 East of the Willamette Meridian.

A total of 1 acre in 3910-01400-00901. Point of Delivery: Landowner will provide their own pump on the F Canal.

2. Said Lands for many years received surplus water for agricultural irrigation from the United States of America's Klamath Project pursuant to the KA-1000 Water Right but have not been entitled to receive such water by virtue of their being located within the boundaries of the District because said Lands were part of 2 Land Partitions completed in years 1991 and 2002.
3. The District has been informed by email dated September 22, 2020, from Hollie Cannon, Water Right Solutions, confirming said land does contain a water right of 1 acre in the KA-1000 and meets the qualifications of B Water Rights. See attached Map.
4. Landowner hereby makes Application to and requests the District to furnish water to said lands and to levy its assessments upon said lands by virtue of said lands being within the District the same as it does to other agricultural lands within the District.
5. The District is willing to consent to Landowner's said Application and request only if the Landowner recognizes, ratifies, grants and confirms all of the existing right, rights of way, servitudes and easements of the District and of the United States of America, which is hereinafter called the United States, affecting Landowner's said property and absolves, waives and releases both the District and the United States from any and all claims or liabilities for any damages or injuries to person or property which may have heretofore occurred or which may now be occurring in connection with the ownership, operation or maintenance of the Klamath Project and to assume full responsibility for and to indemnify and hold both the District and the United States harmless from any or all matters which may hereafter occur or result from or be attributable to, in whole or in part, directly or indirectly, from that which is herein requested by Landowner.

6. The Landowner in consideration of the District approving this Application hereby covenants and agrees on behalf of himself and on behalf of his heirs, devisees, grantees, transferees and assigns to and with the District for its benefit, and also for the benefit of the United States and for the benefit of each of their respective successors, grantees transferees and assigns as follows:
- a. That he does covenant, agree, and confirm as set forth in Paragraph 5, above.
 - b. The Landowner does hereby recognize, ratify, grant, and confirm the existence of all existing rights of Klamath Basin Improvement District or the United States affecting Landowner's 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 Klamath Basin Improvement District as now constructed and located upon or affecting Landowner's said property and does agree that Klamath Basin Improvement District 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 which now exists or which as 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 Landowner's said premises and does hereby grant a further and additional right, right of way, easement and servitude for any new, additional or aggravated percolation, seepage, leakage, overflow or flooding or any failure or lake of drainage which may result or occur from or be attributable in whole or in part to the furnishing of said water to said lands.
 - c. Landowner does hereby give, grant and convey unto Klamath Basin Improvement District and the United States, without limitation by this recital, the right, right of way, easement and servitude to enter upon the Landowner's said property and premises to construct, clean, maintain, repair, replace, change, substitute, remove or improve any irrigation or drainage facility now or hereafter existing on said premises or any part hereof and to remove any silt, soil, spoil, or obstructions therefrom and to cut, remove, treat or destroy any moss, algae, vegetation or weeds and to trap, kill or remove any muskrats, squirrels, rodents or other wildlife causing or threatening damage. Provided, however, that it is expressly understood and agreed that Klamath Basin Improvement District is responsible only for irrigation and drainage facilities owned by the United States of America or Klamath Basin Improvement District and only to the extent required by its agreements with the United States and neither the Klamath Basin Improvement District nor the United States has any responsibility or liability for any irrigation or drainage facility not owned by the United States or Klamath Basin Improvement District and the Landowner is responsible for the facilities not owned by the United States or the District that serve or exist upon said Landowner's land and the District is not required to provide any new facilities.

- d. Said property shall be subject to all assessments and charges of the District and the United States applicable to irrigated lands within the District now or hereafter made, assessed or levied and all interest and other charges and shall be subject to liens and other provisions for the securing, enforcement and collection of same.
 - e. This agreement and the granting of this application and the performance of same are subject to all applicable laws, regulations, rules, directives, notices, orders, bylaws and resolutions now or hereafter established by Klamath Basin Improvement District, the United States or any other governmental body, agency or official having proper jurisdiction or authority and Landowner agrees to observe and comply with the same.
 - f. The matters herein set forth shall be covenants running with Landowner's said land and each and every part and parcel thereof in perpetuity, forever binding and the same for the use and benefit of Klamath Basin Improvement District and the United States, and their respective successors, grantees, transferees and assigns.
 - g. The Landowner covenants and warrants that he is the sole owner of all right, title, estate and interest in the premises and property and has good right to execute the agreement and to bind said premises and property as therein agreed.
- 7. This Application, if approved by the Board of Directors of Klamath Basin Improvement District shall take affect as of the fiscal year commencing January 1, 2021 and Landowner's above described land shall be subject to the assessments and liens of Klamath Basin Improvement District on and after said date.
 - 8. Landowner and said lands shall be entitled only to water for the number of acres set forth in Paragraph 1 and shall be assessed only for said number of acres.
 - 9. Said lands shall be subject to such assessments and liens and all other matters to the same extent as the other lands in Klamath Basin Improvement District in perpetuity.
 - 10. An executed copy of this Application and Agreement shall be recorded in Deed Records of Klamath Count, Oregon.
 - 11. Landowner does hereby acknowledge that he has read all of the foregoing instrument and consents and agrees to each of the terms, conditions and agreements above set forth and does hereby acknowledge receipt of a copy of the Application and Agreement.

WITNESS their hands this 11 day of Nov, 2020.

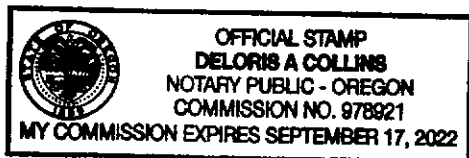
LANDOWNERS:

Richard R Batsell
Richard Batsell

Katherine Batsell
Katherine Batsell

STATE OF Oregon, County of Klamath ss.

This instrument was acknowledged before me on Nov 11, 2020 by
Richard Batsell Katherine Batsell



Deloris A Collins
Notary Public for Oregon
My Commission Expires: Sept 17, 2022

I hereby recommend approval of the foregoing Application and Agreement

Gene R. Souza
Manager, Klamath Irrigation District

The foregoing application and Agreement having been read and considered by the Board of Directors of Klamath Basin Improvement District at a Meeting of said Board of Directors and said Board of Directors having found that said Class B Lands are in fact part of the KA-1000 Water Right.

NOW, THEREFORE, Klamath Basin Improvement District does hereby duly execute this Agreement this 13 day of November, 2020.

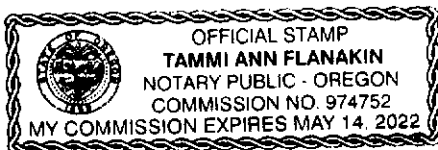
KLAMATH BASIN IMPROVEMENT DISTRICT

By George Rajnus
President

By Cherrise R. Wilson
Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 13th day of November, 2020, personally appeared George Rajnus, as President, and Patricia M Lunde, as Secretary, of the Klamath Basin Improvement District and that the seal affixed to this instrument is the official seal of said Klamath Basin Improvement 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

