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Fee: \$97.00

AFTER RECORDING, RETURN TO:

Horsefly Irrigation District
PO Box 188
2797 Market Street
Bonanza, OR 97623

AGREEMENT FOR RELEASE OF WATER RIGHTS

This Agreement is made by and between Rocky Nelson,
herein called "Land Owner," whether one or more, and the Horsefly Irrigation District, herein
called "HID."

RECITALS

A. Land Owner owns land in Klamath County, Oregon, containing 2.3
Acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s):
892625

and more particularly described as follows:

MAP3911-009DA-00604

B. Land Owners' predecessors in interest agreed to be included within HID for the
purpose of receiving irrigation water from HID 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 HID of Land Owners' land from
HID'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 HID 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 HID 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 HID, 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 HID to exclude said land from assessment and from the benefits of HID.

3. Land Owners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in HID, including the right to receive irrigation water, and the right to vote in any HID 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 HID from Lost River ("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 HID 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 HID for use on the land described above. Land Owners do hereby assign and transfer unto HID any and all water rights for the diversion and use of water from the Lost River, if any, appurtenant to their land and do hereby irrevocably appoint the chairperson of the Directors of HID 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 HID. 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 HID 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 HID as now constructed and located upon or affecting Land Owners' said property and do agree that HID 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 HID 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 HID 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 charges that have been exempted by this Agreement, plus the amount of all interest that would have been chargeable for nonpayment of such charges 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 for HID 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.

10. With the ratification of this agreement, the landowner must pay to HID the full amount of the remaining bonded indebtedness that is determined by HID to be attributable to the lands requested for delivery service removal.

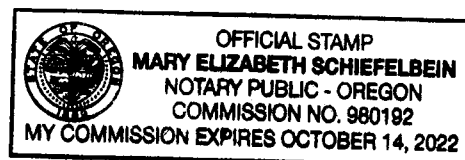
This Agreement shall take effect upon the approval of the same by the Board of Directors of HID, and the adoption of the Resolution exempting said land from the assessments of HID.

WITNESS their hands this 13 day of May, 2021

LAND OWNER:



STATE OF OREGON)
) ss.
County of Klamath.)



This instrument was acknowledged before me on this 13 day of May, 2021
by Ricky Nelson, Land Owner, and acknowledged the
foregoing instrument to be his voluntary act. Before me:

Mary Elizabeth Schiefelbein
Notary Public for Oregon
My Commission Expires: 10-14-22

The foregoing Agreement for Release of Water and Drainage Rights, having been read and considered by the Board of Directors of HID 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 HID approve and agree to the same, and did order that the above-described lands be exempted from the payment of the assessments of HID and accept the release to HID of the water rights that were appurtenant to said land.

NOW, THEREFORE, HID does hereby duly execute this Agreement this 13 day of
May, 2021.

HORSEFLY IRRIGATION DISTRICT

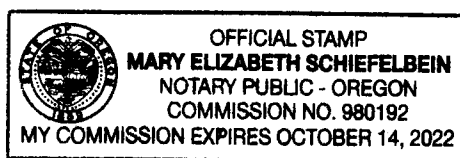
By: Eric Mockridge
Its President

By: Justin Early
Its Manager

STATE OF OREGON)

County of Klamath)

This instrument was acknowledged before me on the 13 day of May,
2021, by Eric Mockridge, as President and Justin Early,
as Manager, of the Horsefly 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 Horsefly Irrigation
District.



Mary Elizabeth Schiefelbein
Notary Public for Oregon
My Commission Expires: 10-14-22