

2022-004900

Klamath County, Oregon

AFTER RECORDING, RETURN TO:

Klamath Irrigation District
6640 KID Lane
Klamath Falls OR 97603



00298862202200049000040049

04/18/2022 10:38:31 AM

Fee: \$97.00

**AGREEMENT RESCINDING AGREEMENT FOR RELEASE
OF WATER AND DRAINAGE RIGHTS**

This Agreement is made effective April 1, 2022, by and between the Klamath Irrigation District ("KID") an Oregon municipal corporation, and H & E Holdings LLC Monte Bischoff.

RECITALS:

- A. KID is an Oregon municipal corporation and operating pursuant to Oregon Revised Statute Chapter 545.
- B. H & E Holdings LLC Monte Bischoff own land within KID, which can be served with irrigation water from facilities operated and maintained by KID.
- C. In 2012, pursuant to an Agreement for Release of Water and Drainage Rights recorded on February 18, 2020, recording instrument number 2020-002009, H & E Holdings LLC Monte Bischoff owners of the land, entered into an Agreement with KID exempting certain land in Klamath County, Oregon, more particularly described as follows:

SEE EXHIBIT A

from the charges of KID for operation and maintenance of KID maintained facilities. In addition, the landowners released, waived, and assigned to KID any rights the real property had to the receipt of irrigation water and other services from KID.

- D. H & E Holdings LLC Monte Bischoff now desire to receive the delivery of irrigation water from KID and other services provided by KID and has paid to KID the sum of **\$419.12** representing payment in full of all operation and maintenance charges and interest that would have been paid by the owners of the subject real property to KID from 2020 to 2022.
- E. KID is willing to enter into this Agreement rescinding the Agreement for Release of Water and Drainage Rights and acknowledges receipt of said payment.

Therefore, the parties agree as follows:

AGREEMENT:

1. The Agreement for Release of Water and Drainage Rights recorded February 18, 2020, recording

instrument number 2020-002009 of the deed records of Klamath County, Oregon, is hereby rescinded.

2. KID acknowledges payment in full of all charges and interest pertaining to the years 2020 through 2022 due and payable from the subject land, which is also described as Klamath County Assessor Tax lot: R-3909-1600-01100.
3. The parties acknowledge that KID filed Claims in the Klamath River Adjudication for water rights for irrigation of the land served by KID. Some Contestants to KID's claim in the Adjudication may assert that the land subject to this Agreement is not entitled to receive irrigation water because it released its right to receive irrigation water from KID. KID agrees that to the extent allowed by law, in the event challenge to the delivery of irrigation water to the subject land is made, KID will exercise all authority it has to transfer irrigation water from other land exempted from assessments to the subject land on a temporary and, then when possible, permanent basis to fully serve the irrigation needs to the subject land. However, H & E Holdings LLC Monte Bischoff acknowledge that KID cannot and does not warrant delivery of irrigation water or the ultimate issuance of a Water Right Certificate by the State of Oregon for irrigation water for the subject land. H & E Holdings LLC Monte Bischoff agree that they will cooperate with KID in executing any documents that may be reasonably needed to perfect a water right for the subject land.
4. H & E Holdings LLC Monte Bischoff hereby recognize, ratify, grant, and confirm the existence of all existing rights of KID and the United States affecting landowners' property, including without limitation by this recital, all rights of way, easements, and servitudes for all irrigation and drainage facilities of the United States and/or KID as now constructed and located upon or affecting landowners' said property and agree that KID and the United States each now own, have, 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, and any failure or lack of drainage that may now exist or that has at any time heretofore occurred or resulted from any irrigation or drainage facility now constructed or in existence on or near any part of the subject property.
5. H & E Holdings LLC Monte Bischoff hereby absolve, waive, and release both KID and the United States from any all claims of liability for any damages or injury to person or property that may have heretofore occurred or that may be occurring in connection with the ownership, operation, and maintenance of the Klamath Reclamation Project.

IN WITNESS WHEREOF, the parties have hereunto set their hand effective as of the date first set forth above.

KLAMATH IRRIGATION DISTRICT

By:

[Signature]
Its President

H & E Holdings LLC Monte Bischoff

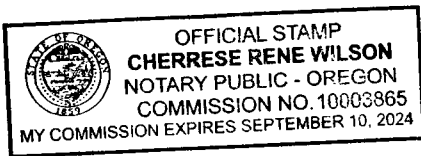
[Signature]
Monte Bischoff, H & E Holdings LLC

STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on this 14 day of April, 2022, by Torrel Kliever, as President, of Klamath Irrigation District.



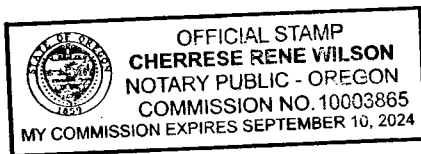
[Signature]
Notary Public for Oregon
My Commission Expires: 9/10/2024

STATE OF OREGON)

) ss.

County of Klamath)

This instrument was acknowledged before me on this 14 day of April, 2022, by Monte Bischoff.



[Signature]
Notary Public for Oregon
My Commission Expires: 9/10/2024

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

A portion of the SE1/4 of the SE1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the intersection of the Northeasterly boundary of the Southern Pacific Railroad right of way and the Westerly line of the County Road right of way which runs North and South along the East line of said Section 16; thence North along the West line of said County Road a distance of 600 feet; thence West to the Northeasterly line of said railroad; thence along said railroad line including the widened portion in a Southeasterly direction to the point of beginning.

EXCEPTING THEREFROM: A tract of land situated in the SE1/4SE1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Section 16; thence North 0° 11' 09" East 742.06 feet, along the section line, and North 89° 48' 51" West 275.53 feet to the true point of beginning of this description; thence continuing North 89° 48' 51" West 274.83 feet to the Northeasterly right of way line of Southern Pacific Railroad; thence South 33° 30' 54" East along said right of way, 53.11 feet; thence North 79° 58' 39" East 249.31 feet to the point of beginning.

PARCEL 2:

A tract of land situated in the SE1/4 SE1/4 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Section 16 thence North 00° 11' 09" East 742.06 feet and North 89° 48' 51" West 30.00 feet, to a point on the West right of way line of Washburn Way and being the true point of beginning of this description; thence continuing North 89° 48' 51" West 245.53 feet; thence North 79° 58' 39" East 56.43 feet; thence South 89° 48' 51" East 190.00 feet to the West right of way line of Washburn Way; thence South 00° 11' 09" West 10.00 feet to the point of beginning.

EXCEPTING THEREFROM Parcels 1 and 2 above all that portion conveyed to Klamath County, State of Oregon by Deed recorded June 24, 1996 in M96, page 18621.