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Fee: \$102.00

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 LTD - J&R LLC Isakson, Ron 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 0.95 acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): 3909-03DB-00100 and more particularly described as follows:

SEE EXHIBIT A

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 KID to exclude said land from assessment and from the benefits of KID.

SUSPENSION AGREEMENT (effective 05/13/2015)

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 3rd day of October, 2022.

LAND OWNERS:

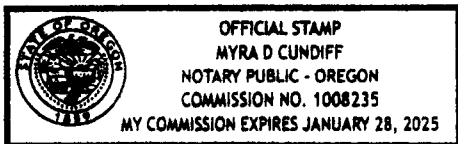
Ronald Isakson

Isakson, Ron - LTD - J&R LLC

Ron Isakson
Member

STATE OF Oregon, County of Klamath ss.

This instrument was acknowledged before me on 10-3-2022 by
Ronald Isakson



Myra D Cundiff
Notary Public for Oregon
My Commission Expires: 1-28-2025

EXHIBIT "A"

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Beginning at a point 48.5 feet South of the Northwest corner of the Northeast Quarter of the Southeast Quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 646.5 feet to the right of way of the Oregon California and Eastern Railway Company; thence Northwesterly along said right of way 162 feet; thence Northerly 576.3 feet to the South side of the Dalles-California Highway; thence Easterly 150 feet to the place of beginning.

SAVING AND EXCEPTING from said premises the portions conveyed to the State of Oregon for Highway purposes.

Also SAVING AND EXCEPTING the following described parcel: A tract of land situated in the Southeast Quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the East one-fourth corner of said Section 3; thence South 89°52' West 1,275.74 feet; thence South 00°21'47" East 54.10 feet to a one-half inch pipe on the Southerly right of way line of the Dalles-California Highway marking the Northeast corner of that parcel of land described in Volume 251, page 162, Deed Records of Klamath County, Oregon; thence continuing South 00°21'47" East along the East line of said parcel described in said Volume 251, page 162, Deed Records of Klamath County, Oregon, 233.00 feet to the true point of beginning of this description; thence continuing South 00°21'47" East along said line 395.64 feet to the Northerly right of way line of the Oregon-California and Eastern Railway Company; thence North 67°41' West along said right of way line 156.57 feet (162 feet by Record); thence North 00°55'30" West along the West line of said Parcel described in Volume 251, page 162, Deed Records of Klamath County, Oregon, 334.24 feet; thence North 89°14' East 147.71 feet to the true point of beginning of this description.

And also SAVING AND EXCEPTING the following described parcel:

A parcel of land lying in the NE1/4 SE1/4 and NW1/4 SE1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; said parcel being a portion of that property designated as Parcel 2 and described in that Statutory Warranty Deed to Patrick Brady, recorded February 20, 2009 in Book 2009, Page 002643, Klamath County Record of Deeds, said parcel being that portion of said property lying between lines at right angles to the centerline of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 58+90 00 and 61+16 00 and included a strip of land 41.00 feet in width, lying on the Southerly side of said center line, which center line is described as follows:

Beginning at Engineer's center 24+00 00, said station being 1,973.05 feet West and 1,304.43 North of the Center quarter corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 55°50'25" East, 1765.50 feet; thence on a spiral curve left (the long chord of which bears South 59°31'15" East 469.22 feet) 470.00 feet; thence on a 1,219.06 foot radius curve left (the long chord of which bears South 72°54'28" East 255.81 feet) 256.28 feet; thence on a spiral curve left (the long chord of which bears South 86°17'41" East 469.22 feet) 470.00 feet to Engineer's center line Station 53+61 77 Back equals 53+70 60 Ahead, thence South 89°58'31" East 2,150.39 feet to Engineer's Station 75+20 99 Back equals 75+21 60 Ahead, on said center line.

Bearings are based on County Survey No. 7892, filed January, 2012, Klamath County, Oregon.

NOW, THEREFORE, KID does hereby duly execute this Agreement this 5 day of October 2022.

KLAMATH IRRIGATION DISTRICT

By: Tyrel Kiewer
Its President

By: Gene R Souza
Its Secretary

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on the 5 day of October, 2022, 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.

Cherrise Rene Wilson
Notary Public for Oregon
My Commission Expires: 9/10/2024