

WOOD RIVER DISTRICT IMPROVEMENT COMPANY

**AGREEMENT AMONG OWNERS OF  
LAND DESCRIBED IN THE AMENDED  
ARTICLES OF INCORPORATION  
ADDENDUM**

**2024-007433**

**Klamath County, Oregon**



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Fee: \$142.00

WHEREAS the owners of all land described in the original Wood River District Improvement Company ("District") articles of incorporation previously adopted plans and specifications for the development and management of Permit G-16886 along with the works and improvements described therein, which are hereafter referred to as the Landowner Agreement.

WHEREAS the articles of incorporation have subsequently been amended to include new lands within the District.

WHEREAS the District is currently contemplating the feasibility of constructing improvements to enable irrigation water from the District to be reused on District lands.

WHEREAS certain lands within the District do not receive water from District wells, and only benefit from the District to the extent it provides surface water.

NOW THEREFORE, the owners of all the land described in the amended articles of incorporation ("Parties") hereby unanimously agree in writing, subscribed and acknowledged by them, to adopt the following plans and specifications for the development and management of the District, along with the works and improvements described therein;

1. The following lands shall not be subject to any assessment or indebtedness of the District, except that these lands shall be obligated to pay their pro-rata per-acre share of assessments imposed for the specific purpose of maintaining the river pumps used to deliver surface water in "ready, willing, and able" condition to deliver the full rate and duty of water as is legally available, but while not used, only insofar as is necessary to avoid abandonment or cancellation of water rights appurtenant to those lands for which water rights could be jeopardized if the pumps are not so maintained, as well their pro-rata share of assessments used to pay the actual costs of delivering surface water to landowners when available available to be diverted under the District's existing surface water rights, whether or not such lands receive any benefits related to the river pumps:

Agriwater, LLC

Section 20 S ½-SW ¼	80.0 Acres
Section 29 NW 1/4/-NE 1/4	40.0 Acres

Section 29 SW ¼ - NE ¼	40.0 Acres
Section 29 SW ¼ - NW ¼	40.0 Acres
Section 29 SE ¼ - NW ¼	40.0 Acres
Section 29 NE ¼ - SW ¼	40.0 Acres
Section 29 N ½ - NW ¼	80.0 Acres
Section 29 NW ¼ -SW ¼	40.0 Acres
Section 29 SW ¼ - SE ¼	40.0 Acres

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440.0 Acres

Roger Nicholson

Section 20 NE ¼ - NE ¼	39.3 Acres
Section 20 NW ¼ - NE ¼	39.3 Acres
Section 20 SW ¼ - NE ¼	40.0 Acres
Section 20 SE ¼ - NE ¼	40.0 Acres
Section 29 SE ¼ - NW ¼	40.0 Acres
Section 20 NW ¼ - SE ¼	40.0 Acres
Section 20 SW ¼ - SE ¼	40.0 Acres
Section 20 SE ¼ - SE ¼	40.0 Acres

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318.6 Acres

2. Assessments for the actual costs of operating and maintaining river pumps shall be kept in a segregated account and shall not be co-mingled with other funds or used for other purposes. Landowners shall be entitled to inspect the books and records and facilities associated with the river pumps within ten business days of making a written request to the District's president and manager.
3. The owner of the following property ("Landowner") shall keep the existing ditches running through the property, which deliver water to adjoining lands, well maintained to prevent above-normal transmission losses:

Agriwater, LLC

Section 20 S ½-SW ¼	80.0 Acres
Section 29 NW ¼/-NE ¼	40.0 Acres
Section 29 SW ¼ - NE ¼	40.0 Acres
Section 29 SW ¼ - NW ¼	40.0 Acres
Section 29 SE ¼ - NW ¼	40.0 Acres
Section 29 NE ¼ - SW ¼	40.0 Acres
Section 29 N ½ - NW ¼	80.0 Acres
Section 29 NW ¼ -SW ¼	40.0 Acres
Section 29 SW ¼ - SE ¼	40.0 Acres

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440.0 Acres

For purposes of this Agreement, “well maintained” means the ditches will be cleaned and maintained to allow the full amount entering the ditch/pipe to exit and be delivered to neighboring lands, minus normal transmission losses, such that the inspection identifies no excess loss of water due to overflowing, seepage, blockage of any kind, or leaking pipes. The District shall have the right to inspect the ditch across said lands while it is being used to transport another landowner’s water. If the condition of the ditch is such that the inspection identifies any loss of water due to overflowing, excessive seepage, blockage of any kind, or leaking pipes, then the Landowner will immediately take whatever action is necessary to prevent such loss within 5 days. District inspection may include walking the ditch. If the District becomes concerned with the maintenance of the ditches on the above lands, it shall provide written notice to the landowner identifying the maintenance issue and requesting that it be corrected within 10 days. If the Landowner does not perform the needed maintenance or does not perform it to the District’s satisfaction, the District may then provide written notice to the Landowner that it intends to engage a third-party contractor to perform the maintenance work at the District’s expense. The third party shall be entitled to enter the property for the limited purpose of performing the maintenance work ten days following the written notice to the Landowner and shall complete any maintenance work within 30 days of commencing work on the Landowner’s property unless the Landowner agrees in writing to allow the third-party additional time to complete the maintenance work. The District agrees to keep ditches that service the Nicholson property equally well maintained and these provisions shall reciprocally apply to those ditches.

4. Except as modified herein, nothing in this Agreement affects the rights and obligations of members under the prior Landowner Agreement.
5. The Parties unanimously agree that this Agreement shall be presented to the Board and that upon acceptance, approval, and adoption by the Board pursuant to ORS 554.210, notice thereof setting forth the detail of 554.180, shall be recorded with the Klamath County Clerk and this Agreement shall thereafter be a covenant to and with the corporation and its members and creditors, attaching to and running with the described land for the purpose of limiting, restricting and governing the conduct of the corporation under ORS 554.170. Thereafter, the bylaws of the corporation and every act and proceeding of the District must be in accordance with and subject to the limitations, restrictions and provisions herein.

Dated this 29<sup>th</sup> day of July, 2024.

Roger Nicholson  
ROGER NICHOLSON

STATE OF OREGON                     )  
   )ss.  
County of Ulamath                     )

Personally appeared the above-named Roger Nicholson, on behalf of Wood River Dist. Improvement Co., and acknowledged the foregoing instrument to be his voluntary act and deed.



Maritza Gonzalez  
Notary Public for Oregon  
My Commission Expires: August 31, 2026

AGRIWATER, LLC

Roger Nicholson  
BY: ROGER NICHOLSON  
ITS: Managing Member

STATE OF OREGON                     )  
   )ss.  
County of Ulamath                     )

Personally appeared the above-named Roger Nicholson, on behalf of Wood River Dist. Improvement Co., and acknowledged the foregoing instrument to be his voluntary act and deed.



Maritza Gonzalez  
Notary Public for Oregon  
My Commission Expires: August 31, 2026

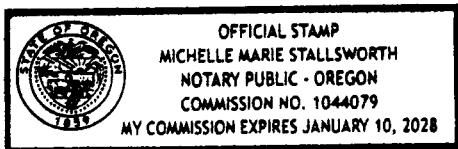
SIGNATURES CONTINUED ON NEXT PAGE

ROBINSON BEST, LLC

Buckley Cox  
BY: BUCKLEY COX  
ITS:

STATE OF OREGON                    )  
  )ss.  
County of Jackson                )

Personally appeared the above-named Buckley Cox, on behalf of Robinson Best, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.



Michelle Stallsworth  
Notary Public for Oregon  
My Commission Expires: 01/10/28

SIGNATURES CONTINUED ON NEXT PAGE

T & P FARMS

Tom Charter  
BY: TOM CHARTER

ITS:

california  
STATE OF OREGON )  
County of Columbia )ss.

Personally appeared the above-named Thomas Charter, on behalf of T&P Farms, and acknowledged the foregoing instrument to be his voluntary act and deed.



Luz Elena Navarro Mendola  
Notary Public for Oregon  
My Commission Expires:

SIGNATURES CONTINUED ON NEXT PAGE

LIMNES LAND COMPANY, LLC

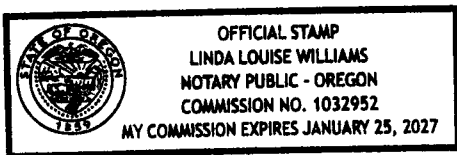
  
BY: ED MALETIS

ITS: MANAGER

STATE OF OREGON )

County of Clatsop ) ss.

Personally appeared the above-named Ed Maletis, on behalf of Limnes Land Company, LLC, and acknowledged the foregoing instrument to be his voluntary act and deed. LLC



Linda Louise Williams  
Notary Public for Oregon  
My Commission Expires: 1.25.2027

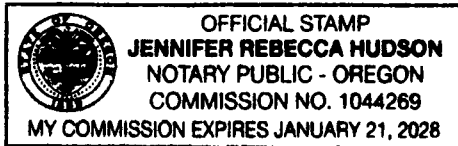
SIGNATURES CONTINUED ON NEXT PAGE

LM CATTLE COMPANY

*Loren Owens*  
BY: LOREN OWENS  
ITS:

STATE OF OREGON                     )  
   )ss.  
County of Klamath                     )

Personally appeared the above-named Loren  
(Loren) Owens, on behalf of  
LM Cattle Company, and acknowledged the foregoing instrument to be  
his voluntary act and deed.



*Jennifer Rebecca Hudson*  
Notary Public for Oregon  
My Commission Expires: 01/21/2028

SIGNATURES CONTINUED ON NEXT PAGE



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
ROGER NICHOLSON

**ROBINSON BEST, LLC**

\_\_\_\_\_  
BY: BUCKLEY COX  
ITS:

**AGRIWATER, LLC**

\_\_\_\_\_  
BY: ROGER NICHOLSON  
ITS:

**LIMNES LAND COMPANY, LLC**

\_\_\_\_\_  
BY: ED MELITIS  
ITS:

**LM CATTLE COMPANY**

\_\_\_\_\_  
BY: LOREN OWENS  
ITS:

**FORT KLAMATH LAND AND CATTLE COMPANY, LLC**

  
\_\_\_\_\_  
BY: KENNETH LAGRANDE  
ITS:

SIGNATURES CONTINUED ON NEXT PAGE

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of

Sacramento

On August 20, 2024 before me,

Date

Ivi Solomidou Crawford

Here Insert Name and Title of the Officer

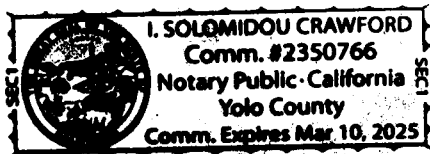
personally appeared

Kenneth LaGrande for Fort Klamath Land

Name(s) of Signer(s)

and Cattle Company, LLC

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Ivi Solomidou Crawford

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement among owners of land described in the amended articles of incorporation addendum

Document Date: \_\_\_\_\_ Number of Pages: 5

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

DUANE MARTIN RANCHES, LP



BY: DUANE MARTIN

ITS: *General Partner*

STATE OF OREGON )

)ss.

County of \_\_\_\_\_ )

Personally appeared the above-named \_\_\_\_\_, on behalf of  
\_\_\_\_\_, and acknowledged the foregoing instrument to be  
his voluntary act and deed.

*See Attached*

\_\_\_\_\_  
Notary Public for Oregon

My Commission Expires:

SIGNATURES CONTINUED ON NEXT PAGE

**CALIFORNIA JURAT WITH AFFIANT STATEMENT**

**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 \_\_\_\_\_  
 2 \_\_\_\_\_  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Joaquin

Subscribed and sworn to (or affirmed) before me

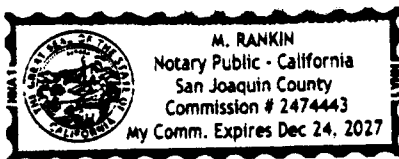
on this 18<sup>th</sup> day of July, 2024  
 by Date Month Year

(1) Dwayne Martin

(and (2) \_\_\_\_\_),  
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence  
 to be the person(s) who appeared before me.

Signature M. Rankin  
 Signature of Notary Public



Seal  
 Place Notary Seal Above

**OPTIONAL**

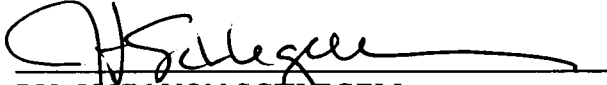
Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement Among Owners of Land Described in Amended Articles Inc Document Date: \_\_\_\_\_

Number of Pages: 3 Signer(s) Other Than Named Above: Addendum  
(4 including Notary Jurat)

1789 LAND CO, LLC

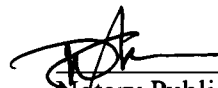


BY: JOHN VON SCHLEGELL  
ITS:



STATE OF OREGON )  
 )ss.  
County of Multnomah )

Personally appeared the above-named John von Schlegell, on behalf of  
1789 Land Co, LLC, and acknowledged the foregoing instrument to be  
his voluntary act and deed.

  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 11-28-2025