

Returned at Counter

AFTER RECORDING, RETURN TO:

Enterprise Irrigation District
6510 S 6th St, #129
or 4806 Hwy 39
Klamath Falls OR 97603

2024-007758

Klamath County, Oregon



00333127202400077580040042

09/05/2024 09:29:31 AM

Fee: \$102.00

AGREEMENT FOR RELEASE OF WATER AND DRAINAGE RIGHTS

This Agreement is made by and between Matthew Hirota, herein called "Land Owners," whether one or more, and the Enterprise Irrigation District, herein called "EID."

RECITALS

A. Land Owners own land in Klamath County, Oregon containing < 1 acre of irrigable land, identified as Klamath County Tax Assessor's Account No(s): R-3909-002AD-01300; Situs address: 5441 Cottage Ave., Klamath Falls, OR 97603 and more particularly described as follows:

State of Oregon,
County of Klamath
Tract No. 73 of Pleasant Home Tracts No. 2
Property ID: 514232

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

3. Land Owners understand and agree that by executing this Agreement, they are releasing and waiving all rights of membership in EID, including the right to receive irrigation water, possibly the right to use the drainage system operated and maintained by EID, and the right to vote in any EID 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 EID 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 EID 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 EID for use on the land described above. Land Owners do hereby assign and transfer unto EID 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 EID 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 EID. 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 EID 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 EID as now constructed and located upon or affecting Land Owners' said property and do agree that EID 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 EID 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 EID 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 of EID 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 EID the full amount of the remaining bonded indebtedness that is determined by EID to be attributable to the lands requested for delivery service removal. The amount of \$500.00 per acre has been established by Board of Directors for fees uncontrollable and perpetual to the US Government as set through contracts established with the Bureau of Reclamation October 5, 1920. This sum will be placed in a separate fund by EID with which EID will repay the bonded indebtedness pursuant to any contractual obligation it has with the United States.

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

WITNESS their hands this 13 day of 8, 2024.

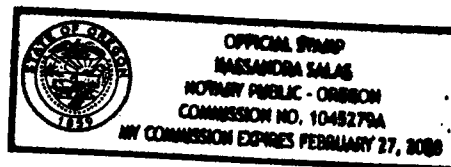
LAND OWNERS:

[Signature] _____

STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on 8/13, 2024
By:

Kassandra Salas
Notary Public for Oregon
My Commission Expires: 02/27/2028



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

NOW, THEREFORE, EID does hereby duly execute this Agreement this 5th day of September, 2024

ENTERPRISE IRRIGATION DISTRICT

By: [Signature]
President

By: [Signature]
Secretary

STATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on the 5th day of September, 2024, by Michael Beeson, as President, and Shane McDonald, as Secretary, of the Enterprise 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 Enterprise Irrigation District.



[Signature]
Notary Public for Oregon
My Commission Expires: NOV. 01, 2024

(Effective 01.28.2014)