

Returned at Counter

2025-007008

Klamath County, Oregon

AFTER RECORDING, RETURN TO:

Enterprise Irrigation District
6510 S 6th St, #129
Klamath Falls OR 97603



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08/11/2025 12:24:09 PM

Fee: \$97.00

AGREEMENT FOR RE-INCLUDE OF
WATER AND DRAINAGE RIGHTS

This Agreement is made by and between Cesar G. and Angela M. Segoviano, 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 total of .77 acres of irrigable land, identified as Klamath County Tax Assessor's Account No(s): R-3909-002DC-01402 and R-3909-002DC-00301; Situs address: 2839 Kane St., Klamath Falls, OR 97603 and more particularly described as follows:

State of Oregon, County of Klamath		
Bailey Tracts, Lot 10, Parcel 3, .55 Acres	And	LP, Part 68-05, Parcel 2, .22 Acres
Property ID: 875470		Property ID: 892562

B. Land Owners' predecessors in interest agreed to be excluded 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 desire to be re-included to receive said services and pay the costs thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the re-inclusion by EID of Land Owners' land to 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 have reasonable access to the system of irrigation works of EID.
3. Land Owners understand and agree that by executing this Agreement, they are re-including 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 will have the right to receive irrigation water diverted and delivered by EID from the Klamath River and Upper Klamath Lake ("irrigation water") under State law. EID do hereby assign and transfer unto Land Owners 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 include Land Owners' land in EID.

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 excluded in EID in the future, if such exclusion 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.

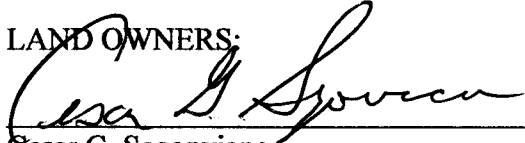
8. Land Owners' representations, warranties, covenants, and agreements herein set forth are covenants running with Land Owners' said land and each and every part and parcel thereof in perpetuity, forever binding the same for the use and benefit of EID and the United States of America, and their respective 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.

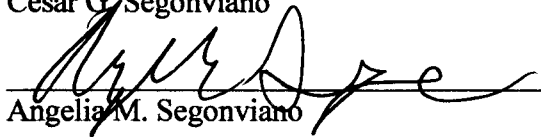
10. With the ratification of this agreement, the landowner must pay to EID the full amount of the remaining bonded indebtedness that is determined by EID to be attributable to the lands requested for delivery service removal. The prorated amount of \$50.00 per parcel, plus \$92.00 filing fee and \$50.00 administration fee 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 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.

LAND OWNERS:


Cesar G. Segonviano

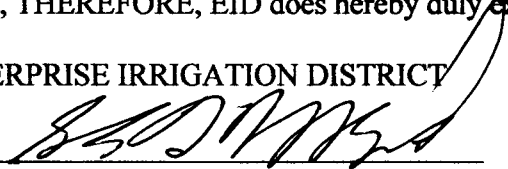
Date: 8-11-2025


Angelia M. Segonviano

Date: 8-11-25

NOW, THEREFORE, EID does hereby duly execute this Agreement this 11 day of August, 2025.

ENTERPRISE IRRIGATION DISTRICT

By: 
Shane McDonald, Manager

(Effective 08.08.2025)