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Vol. m89 Page 22904CHANGE OR ALTERATION AGREEMENTWHEREAS, Billy G. Mann6917 Reeder Rd., Klamath Falls, Oregon

hereinafter called Landowners, whether one or more, own the following described real property in Klamath County, Oregon, to wit:

Real property situated in Section 33, Twp. 39,
S. R. 9 E.W.M., NW $\frac{1}{4}$ SE $\frac{1}{4}$ (attached description)

or

Lot(s) in Block of Addition, according to the official plat thereof,
being more particularly described in the Instrument recorded in Vol.
at page of Klamath County, Oregon, Deed Records and being Assessor's Account No. ; and Landowners wish KIAMATH

IRRIGATION DISTRICT, hereinafter called K.I.D., to consent and agree to the following change or alteration affecting the Klamath Project, to wit:

Place an 8" pipe under the C-4 lateral to transmit subsurface drain water from a 6" drain tile field east of the C-4 lateral to a drain that runs parallel to the C-4 lateral on the west side. The discharge end of the 8" pipe shall be fitted with a valve capable of shutting off the discharge. Discharge will be limited to no more than 2.0 cfs, and shall be for gravity drainage only. A dirt catch basin and erosion protection shall be placed at the point the 8" pipe discharges into the drain. ASCS plans for installation will be submitted to K.I.D.

which said change or alteration, as the case may be, Landowners deem will improve and benefit their said property and enhance the value thereof but which will also directly affect K.I.D.'s operation of the United States of America's Klamath Project; and

WHEREAS, K.I.D. is willing to consent and agree to Landowners' said request only if Landowners recognize, ratify, grant and confirm all of the existing rights, rights of way, servitudes and easements of K.I.D. and of the United States of America, which is hereinafter called the United States,

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affecting Landowners' said property and absolve, waive and release both K.I.D. and the United States from any and all claims or liability for any damages or injuries to person or property which may have heretofore occurred or which may now be occurring in connection with the ownership, operation or maintenance of the Klamath Project and to assume full responsibility for and to indemnify and hold both K.I.D. and the United States harmless from any or all matters which may hereafter occur or result from or be attributable to, in whole or in part, directly or indirectly, from that which is herein requested by the Landowners.

NOW THEREFORE, Landowners, jointly and severally agree on behalf of themselves and on behalf of each of their respective heirs, devisees, grantees, transferees, successors and assigns to and with K.I.D. for its benefit and also for the benefit of the United States and for the benefit of each of their respective successors, grantees, transferees and assigns as follows:

(1) Landowners' agreements herein set forth are covenants running with Landowners' said Land and each and every part and parcel thereof in perpetuity, forever binding the same for the use and benefit of K.I.D. and the United States of America, herein called the United States, and their respective successors, grantees, transferees and assigns.

(2) The Landowners do hereby recognize, ratify, grant and confirm the existence of all existing rights of K.I.D. or the United States affecting Landowners' 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 K.I.D. as now constructed and located upon or affecting Landowners' said property and do agree that K.I.D. 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 which now exists or which 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 Landowners' said premises and do hereby grant a further and additional right, right of way, easement and servitude for any now, additional or aggravated percolation, seepage, leakage, overflow,

or flooding or any failure or lack of drainage which may result or occur from or be attributable in whole or in part to what has been requested by Landowners herein.

(3) Landowners do hereby absolve, waive and release both K.I.D. and the United States from any and all claims of liability for any damages or injuries to person or property which may have heretofore occurred or which may now be occurring in connection with the ownership, operation or maintenance of the Klamath Project.

(4) Landowners do hereby give, grant and convey unto K.I.D. and the United States the right, right of way, easement and servitude to enter upon the Landowners' said property and premises to clean, maintain, repair, replace, change, substitute, remove or improve any irrigation or drainage facility now or hereafter existing on said premises or any part thereof and to remove any silt, soil, spoil or obstructions therefrom and to de-moss, cut, remove or destroy any moss, algae, vegetation or weeds and to trap, kill or remove any muskrats, squirrels, rodents or other wildlife causing or threatening damage.

(5) Landowners must obtain and hereafter continue to hold at their sole expense a revocable permit authorizing what is herein requested from the United States and must thereafter comply with all terms, conditions and agreements of same or of any renewed, amended or new permit hereafter required by the United States.

(6) All plans, designs, specifications, materials, construction, installation, performance, workmanship and locations must be approved by K.I.D.; but the Landowners shall be solely responsible for the condition and safety of the same and shall forever and in perpetuity indemnify, defend and hold both K.I.D. and the United States and their respective successors, grantees, transferees and assigns wholly harmless from any and all matters including, without limitation by this recital, from any and all claims, suits, actions, proceedings, liabilities, injuries or damages including those which are not presently known or foreseeable arising, resulting, occurring or attributable directly or indirectly, in whole or in part, to what has been requested by Landowners herein, and do hereby absolve, waive and release both K.I.D. and the United States from any and all claims or liability for damages to person or property.

(7) All costs and expenses incurred in the performance of this

Agreement shall be paid by the Landowners except

(8) Landowners shall be solely responsible for and shall pay for or reimburse all future costs of cleaning, maintenance, repair, replacement, change, substitution, improvement, enlargement, construction or removal which may hereafter be necessary or desirable in connection with that which is requested by Landowners herein and shall forthwith cause to be performed at Landowners' sole expense any such work called to their attention by K.I.D.; but failure by K.I.D. to call such work to Landowners' attention or to request that it be done shall not relieve Landowners of any responsibility to pay for or to perform the same or from any liability and shall not constitute a waiver by K.I.D. of any of its rights or subject K.I.D. to any liability or responsibility for the same. If Landowners shall fail to do any such work, K.I.D. may, at its option, perform the same or cause it to be done and Landowners shall forthwith pay or reimburse K.I.D. for all expenses and costs incurred in connection with the same.

(9) It is expressly understood and agreed that if the matters herein requested by Landowners shall hereafter cause in whole or in part, directly or indirectly, any damage or risk of damage or loss; or any impairment of any water quality; or any silting, sedimentation, erosion, percolation, seepage, leakage, overflow or flooding; or any failure or impairment of or lack of drainage; or shall tend to interfere or obstruct the ability to deliver irrigation water or to irrigate anywhere within the Klamath Project System or on the lands or property of any other party, K.I.D. may require the Landowners, at Landowners' sole expense, to restore the conditions which existed prior to the performance of this Agreement or any part thereof.

(10) Landowners shall not do, omit, neglect, suffer or permit anything to be done or not to be done which will tend to interfere with, impair, obstruct or endanger the operation and maintenance of the Klamath Project System or which will create any risk of loss or injury to any persons or property whatsoever or which will impair the quality of any water.

(11) This Agreement is subject to all applicable laws, regulations,

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rules, directives, notices or orders now or hereafter established by K.I.D., the United States or any other governmental body, agency or official having proper jurisdiction or authority; and Landowners agree to observe and comply with the same.

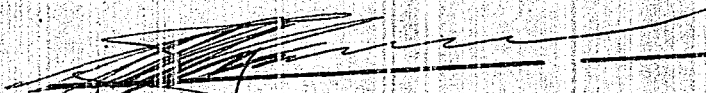
(12) An executed copy of this Agreement shall be recorded in Deed Records of Klamath County, Oregon, at Landowners' expense.

This Agreement shall take effect upon the approval of same by the Board of Directors of Klamath Irrigation District.

Landowners do hereby acknowledge that they have read all of the foregoing Instrument and consent and agree to each of the terms, conditions and agreements above set forth and do hereby acknowledge receipt of a copy of this Agreement.

Landowners hereby covenant and warrant that the undersigned are the sole owners of all right, title, estate and interests in the above-described premises and property and have good right to execute this Agreement and to bind said premises and property as herein agreed.

WITNESS their hands this 12th day of October, 1989



LANDOWNERS

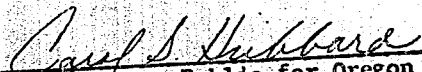
STATE OF OREGON)
) SS.
County of Klamath)

On this 12th day of October, 1989, personally appeared

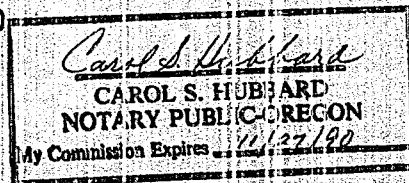
BILLY G. MANN

and acknowledged the foregoing Instrument to be their voluntary act and deed.

BEFORE ME:


Notary Public for Oregon
My Commission Expires: 11/27/90

(SEAL)



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I hereby recommend approval of the foregoing Agreement.

David A. Solem
Manager, KLAMATH IRRIGATION DISTRICT

Date 11-8-89

The foregoing Instrument having been read and considered by the Board of Directors of Klamath Irrigation District at a Meeting of said Board of Directors and it having been duly moved, seconded and voted that Klamath Irrigation District approve and agree to the same.

Now, Therefore, Klamath Irrigation District does hereby duly execute this Agreement.

(SEAL)

KLAMATH IRRIGATION DISTRICT

By Martin D. Chin
Its President

By David A. Solem
Its Secretary

STATE OF OREGON)
) SS.
County of Klamath)

On this 9th day of November, 1989, personally appeared MARTIN D. CHIN and DAVID A. SOLEM, who, being duly sworn did each say that MARTIN D. CHIN is the President and DAVID A. SOLEM is the Secretary of Klamath Irrigation District and that the Seal affixed to this Instrument is the Official Seal of said Klamath Irrigation District and that said Instrument was signed on behalf of 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 Klamath Irrigation District.

BEFORE ME:

(SEAL)

Cindy E. Cherry
CINDY E. CHERRY
NOTARY PUBLIC-OREGON
My Commission Expires 4/12/91

Cindy E. Cherry
Notary Public for Oregon
My Commission Expires: 4/12/91

After recording return to Klamath Irrigation District, 6640 K.I.D. Lane, Klamath Falls, Oregon 97601.

EXHIBIT "A"

A tract of land situate in Section 33, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at an iron pipe in the fence line along the East 1/16th line of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, from which the Northwest corner of Section 33, Township 39 South, Range 9 East of the Willamette Meridian, bears N. 75°10'43" W. 4119.43 feet distant; thence along a fence line N. 41°10' W. 506.8 feet; thence S. 89°14'20" W. 1796.60 feet; thence S. 10°50' W. 342.55 feet; thence S. 0°47' E. 290.60 feet; thence S. 89°13' W. 1292.76 feet; thence S. 18°59' E. 640.20 feet; thence S. 40°11' E. 387.80 feet; thence S. 27°58'20" E. 704.35 feet; thence S. 82°57'20" E. 831.95 feet; thence S. 32°08'20" E. 633.45 feet; thence S. 70°52'40" E. 384.80 feet; thence S. 20°04'40" E. 363.00 feet, more or less, to the South 1/16th line of said Section 33; thence along said South 1/16th line S. 89°48'40" E. 1052.00 feet to the fence line along the East 1/16th line of said Section 33; thence N. 0°10' W. along said fence line 2918.68 feet, more or less, to the point of beginning.

Together with a non-exclusive perpetual easement 60 feet in width for roadway purposes lying North of a line running East and West beginning at the Easterly point on the Westerly side of Washburn Way 60 feet West of the East 1/4 corner of Section 33, Township 39 South, Range 9 E.W.M. and running West a distance of 1255 feet to the Western most point of the SE 1/4 of Section 33, Township 39 South, Range 9 East of the Willamette Meridian.

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64

75' North of North Section Line

6" 500' 4"

A diagram showing a road intersection. A road runs horizontally from left to right. Another road branches off vertically upwards from the horizontal road. The angle between the horizontal road and the vertical road is labeled 45° . The horizontal road segment to the left of the intersection is labeled $750'$. The vertical road segment above the intersection is labeled $4'$. An arrow points to the left along the horizontal road.

Filed for record at request of Klamath Irrigation Dist.
of Nov. A.D., 19 89 at 12:44 o'clock P.M., and duly recorded in Vol. M89
of Deeds on Page 22904

On page 22904
Evelyn Biehn, County Clerk
By Pauline Muehlenberg