

## AGREEMENT REGARDING FILLING IN OF DRAINAGE DITCH

THIS AGREEMENT, effective the 1st day of May, 1994, is made by and between the KLAMATH DRAINAGE DISTRICT, a drainage district formed pursuant to the laws of the State of Oregon, herein referred to as District, and LEE R. SUKRAW, herein referred to as Sukraw.

## RECITALS:

1. WHEREAS, Sukraw has filled in a drainage ditch which belongs to the District, and Sukraw owns real property surrounding such drainage ditch, the location of such drainage ditch is described as follows:

That portion of a lateral or drain within the bounds of the Klamath Drainage District located along the East-West centerline of Section 29, T. 40 S., R. 9 E., Willamette Meridian and lying between the center of said section and the Westerly boundary thereof.

2. WHEREAS, The parties wish to define of record the relative rights and obligations of the parties and make them a matter of public record as herein set forth.

NOW THEREFORE, in consideration of the mutual covenants between the parties and in consideration of the District consenting to the filling in of such drainage ditch, the parties hereby agree and grant as follows:

A. Sukraw hereby grants, agrees and covenants that the District shall not be responsible for future maintenance, operation or other obligations regarding such drain.

B. Sukraw grants, agrees and covenants that in the event that Sukraw, his successors, lessees, assigns or personal representatives should request the district to reconstruct or maintain such drain or in the event that a claim or suit is brought against the District by Sukraw or such successors, the District shall not be under any obligations to construct, maintain, operate or any other liability arising from such drainage ditch having been filled in.

C. The agreement and grants herein are not personal to the parties hereto, but shall run with the land and shall bind the successors and assigns hereto.

DRAIN FILL-IN

7-1-94  
RICHARD FAIRCLO  
ATTORNEY AT LAW  
280 MAIN STREET  
KLAMATH FALLS, OREGON 97601

S. H. [Signature] m.d. Page 1

D. If suit or action is instituted to enforce any of the provisions of this Agreement, the party or parties prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the date first above written.

Sukraw:

Lee R. Sukraw

District, by:

X Sam Henzel  
President

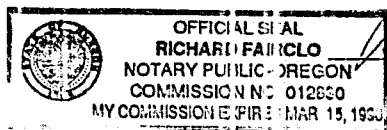
X Mary E. Cheyne  
Secretary

As lienholder regarding real property owned by Sukraw and affected by such drainage ditch, I hereby consent and join in the above grants and agreements.

X Juliet E. Rice  
Juliet E. Rice

STATE OF OREGON     )  
                                  )ss.  
County of Klamath     )

On this 17<sup>th</sup> day of November, 1994, personally appeared before me the above-named LEE R. SUKRAW and acknowledged the above to be his voluntary act and deed.

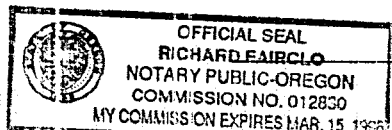


Richard Faircloth  
Notary Public for Oregon  
My Commission expires:

STATE OF OREGON     )  
                                  )ss.  
County of Klamath     )

On this 16<sup>th</sup> day of Nov., 1994, personally appeared SAM HENZEL and MARY CHEYNE, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that latter is the secretary of Klamath Drainage District and that said instrument

was signed and sealed in behalf of said district by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me:



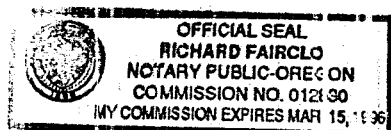
STATE OF OREGON

*[Signature]*  
Notary Public for Oregon  
My Commission expires:

] ss.

County of Klamath

On this 21<sup>st</sup> day of November, 1994, personally appeared before me the above-named Julia E. Rizer and acknowledged the above to be her voluntary act and deed.



*[Signature]*  
Notary Public for Oregon  
My Commission expires:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Fairclo the 23rd day of Nov A.D., 19 94 at 11:32 o'clock A.M., and duly recorded in Vol. M94 of Deeds on Page 36030.

FEE \$15.00

Evelyn Biehn - County Clerk

By *[Signature]*