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Easement Agreement for Maintenance

1999 Ditch Agreement

This supplemental agreement is made by and between Klamath Drainage District, a drainage district formed according to the laws of the State of Oregon, herein referred to as KDD and M & B Cattle Company, a partnership, herein referred to as M & B and Baley and Trotman, herein referred to as Tenant.

Whereas, KDD delivers water to, and accepts drainage from, lands within its boundaries to lands of M & B and tenant leases lands from M & B; and

Whereas, M & B and Tenant desire KDD to construct ditch and related facilities for water deliveries, such construction to be on portions of lands of M & B and KDD from facilities of KDD for water deliveries to lands of M & B, and KD agrees to construct such facilities under certain condition;

In consideration to the mutual covenants of the parties and other valuable consideration it is therefore agreed as follows:

KDD shall construct ditches and roads and install culverts generally according to the sketch attached hereto and marked as Exhibit "A" and such construction shall benefit M & B owned lands located along said construction, said benefited lands are the W1/2 of Sections 30 and 31, Township 40 South, Range 9 East of the Willamette Meridian, and E1/2 of Sections 25 and 36, Township 40 South, Range 8 East of the Willamette Meridian Klamath County Oregon.

Tenant shall pay to KDD for the labor, materials and machinery rent according to the schedules and policy established by KDD board of supervisors. M & B guarantees obligation of Tenant.

KDD shall use its best efforts in construction. However, M & B and Tenant hereby release KDD, together with all of KDD's respective employees, officers, agents, supervisors, directors, predecessors, successors and assigns, of and from any and all past and present claims, demand, damages costs, attorneys fees, liabilities, actions and causes of action of every nature, character and description which M & B or Tenant party has held, now holds or may hold in the future, whether known or unknown, and whether based on contract, tort or other legal theory of recovery, arising from such construction occurring because of this construction. This release applies to facts arising up to and including the effective date of this agreement and shall also include facts arising after the effective date of this agreement and shall also include facts arising after the effective date of this agreement in relation to the construction of the road ditches, installation of culverts and for the delivery, or lack of delivery, of water through such construction, and traffic upon the road or roads upon construction.

The above releases and agreements apply only to the activities, construction, possible future liabilities related only to facilities anticipated to be constructed by KDD

RET: RICHARD FAIRCLO
280 MAIN ST
KLAMATH FALLS OR 97601

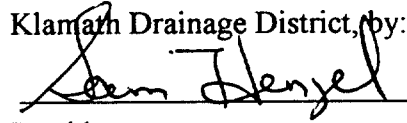
described herein and in Exhibit "A", and shall not apply to other unrelated activities or actions of the parties, nor to other facilities.

The obligations of M & B herein shall run with the land and be binding upon future owners of land presently owned by M & B. This agreement shall be recorded in the deed records of Klamath County, Oregon.

This agreement is binding not only upon the parties hereto but upon their respective assigns, agents, personal representatives and successors in interest.

The effective date of this agreement is July 8, 1999.

Klamath Drainage District, by:



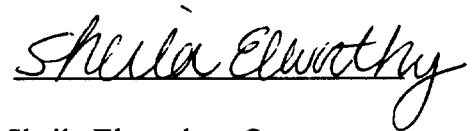
President



Secretary

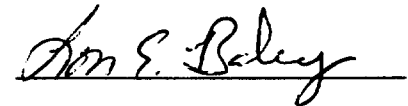
M & B Cattle Company, by:

Bert Elworthy - Owner



Sheila Elworthy - Owner

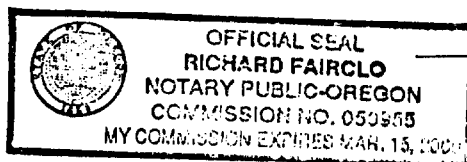
Baley & Trotman, by:



Loni Baley - Owner

STATE OF OREGON }
 } Ss.
 County of Klamath }

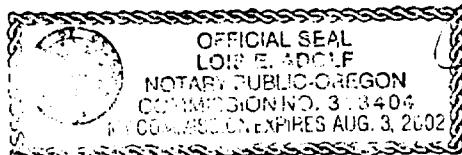
Sam Henzel and Mary Cheyne of Klamath Drainage District acknowledged the foregoing instrument before me this 20 day of ~~September~~ ^{October} 1999, and they represent that they are the President and Secretary of such District and that the execution of this document is the voluntary act of such District.



[Signature]
 Notary Public for Oregon
 My Commission expires:

STATE OF OREGON }
 } Ss.
 County of Klamath }

Loni Baley of Baley - Trotman Farms of Malin, Oregon acknowledged the foregoing instrument before me this 30 day of September, 1999, and he represents that he is an owner of such Partnership and that the execution of this document is the voluntary act of such Partnership.



[Signature]
 Notary Public for Oregon
 My Commission expires:

STATE OF CALIFORNIA }
 } Ss.
 County of Contra Costa }

Sheila Elworthy of M & B Cattle Company guarantees the foregoing instrument before me this _____ day of September, 1999, and she represents that she is an owner of such Partnership and that the execution of this document is the voluntary act of such Partnership.

 Notary Public for California
 My Commission expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

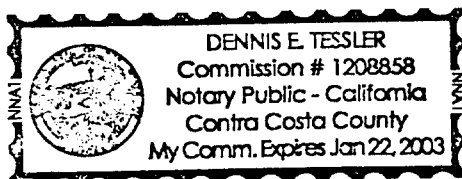
State of California

County of Contra Costa

} ss.

On September 17, 1999, before me, Dennis E. Tessler Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared Sheila Rachel Elworthy,
Name(s) of Signer(s)

- ☐ personally known to me
☒ 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.

WITNESS my hand and official seal.

Dennis E. Tessler
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: 1999 Ditch AgreementDocument Date: July 8, 1999Number of Pages: 3Signer(s) Other Than Named Above: None**Capacity(ies) Claimed by Signer**

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

State of Oregon, County of Klamath

Recorded 1/26/00, at 10:46 A.M.

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Linda Smith,

County Clerk

Fee \$ 36.00