

2016-013473

Klamath County, Oregon



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Klamath County - Public Works Department

ROAD DEPARTMENT • WEED CONTROL DIVISION
305 MAIN STREET • KLAMATH FALLS, OREGON 97601
(541) 883-4696 • FAX (541) 882-3046

OPERATION AND MAINTENANCE AGREEMENT FOR HARPOLD ROAD CATTLE UNDER CROSSING AND ALL ASSOCIATED PROJECT IMPROVEMENTS

This Operation and Maintenance agreement is executed this 14th day of December, 20 16 between Klamath County and Lost River Farms, LLC it's transferees, successors and assigns, hereinafter referred to as "Owner".

Said owner declares that Lost River Farms, LLC is the owner of the S1/2 of Section 16, Township 39 South, Range 11 East, Willamette Meridian in which this agreement is appurtenant to.

The perpetual agreement is as follows:

The Owner agrees to inspect, maintain, repair and replace, if necessary, the Harpold Road Cattle Under Crossing and all improvements as shown on the "Harpold Road Cattle Under Crossing" plans dated 12/14/16 and shall be solely responsible for all costs necessary for the construction and maintenance of said Cattle Under Crossing system. If Klamath County determines that any maintenance, repair or replacement is required on the Cattle Under Crossing system and this work is not performed by the Owner, Klamath County shall make written request for the work to be performed. If the work is not completed within thirty (30) days after receipt of the written notice, Klamath County shall perform the maintenance, repair and/or replacement and take whatever steps deemed necessary for the Cattle Under Crossing system to be kept in a safe and functional state with all costs to be paid by the Owner. Klamath County shall provide the owner with written verification of all cost incurred and the Owner shall pay the amount within fifteen (15) days after receipt.

No alterations or changes are to be made to the Cattle Under Crossing system without approval in writing by Klamath County.

The Owner agrees to hold Klamath County harmless from any and all claims for personal injury, death or injury to property associated with this agreement.

Property Owner signature: _____

Property Owner printed name: _____

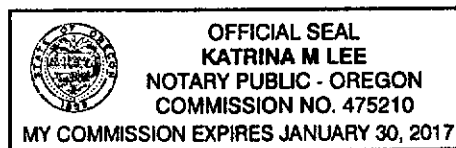
Arrie de Jong

STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

Be it remembered that on this 14th day of December, 2016, personally appeared before me Arie De Jong, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged to me that he executed the same freely and voluntarily as such officer on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal this 14th day of December, 2016.

Katrina M. Lee
NOTARY PUBLIC FOR OREGON
My Commission Expires January 30, 2017



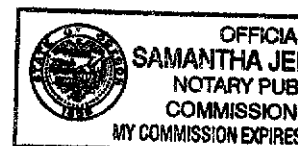
Once executed, this agreement shall be recorded with the Klamath County Clerk. Owner shall pay all costs of the recording.

Klamath County Public Works
S.R.Strickland, Director

S.R. Strickland

S.R. Strickland

Date: DEC 14 2016



STATE OF OREGON)
)ss.
COUNTY OF KLAMATH)

Be it remembered that on this 14 day of December, 2014, personally appeared before me Stan Stankland, who is known to me to be the identical person described in and who executed the above instrument, and who acknowledged to me that he executed the same freely and voluntarily as such officer on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official notary seal this 14 day of December, 2014.

Samantha Jeene Gardner
NOTARY PUBLIC FOR OREGON
My Commission Expires September 21, 2019

