

EASEMENT

This Agreement is made as of the 15th day of March, 1993, by and between STEVEN L. HILYARD, GARRET D. HILYARD and BETTY J. HILYARD, Grantors, and KENNETH E. SMITH and MAUDIE L. SMITH, Husband and Wife, Grantees.

WITNESSETH:

1. Grantees are the owners of a portion of the NE 1/4 of Section 24, Township 39 South, Range 9 E.W.M. Said land is improved with Grantee's house and as farmland. Irrigation water for said farmland is provided by an open irrigation lateral from a U.S. Bureau of Reclamation ditch located in the NW 1/4 of Section 19, Township 39 South, Range 10, E.W.M. Said lateral runs in a westerly direction from said canal and crosses under Highway 39 to provide water to Grantee's land.

2. Grantors is the owner of the land located in said Section 19 over which the lateral which provides water to Grantee's land flows.

3. Grantees desire to enter into an agreement with the U.S. Department of Agriculture, Soil Conservation Service for the installation of buried pipe. Said pipe is to be installed in the existing lateral which supplies irrigation water to Grantees' property.

4. Grantors desires to provide an easement to Grantees for the installation of said buried pipe. Grantors's land will be benefitted by the closing of the open irrigation ditch.

WHEREFORE, the parties agree as follows:

1. Grantors does hereby grant and convey to Grantees, their successors and assigns, an easement over, across and under the Grantors's real property along the existing irrigation lateral as shown on the map attached hereto as Exhibit A. Said easement shall be 10' in width with the center line of said easement being the center line of the existing irrigation lateral.

2. In consideration of the grant of easement by Grantors herein contained, Grantees agree as follows:

A. Grantees shall undertake to enter into an agreement with the USDA Soil Conservation Service for the installation of a buried irrigation pipe as shown on the plan attached hereto as Exhibit A.

B. Grantees shall be fully responsible for the cost of installation and maintenance of said pipeline and shall, following approval of this agreement by the Soil Conservation Service, diligently prosecute the installation of said pipeline to completion.

2K
45.00

C. Grantees shall pay all costs of construction incurred in installing the pipeline and shall, thereafter, be solely responsible for the maintenance and upkeep of said pipeline.

D. Grantees shall repair Grantors's fences and any other improvements which may be damaged by Grantees during the installation and maintenance of said pipeline.

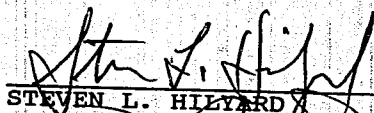
E. Grantees and Grantors, their successors and assigns, shall cooperate in the scheduling and undertaking of any non-emergency maintenance of said pipeline.

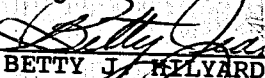
F. Grantors may install, at Grantors's expense, one or more risers and turnouts from said pipeline if reasonably necessary for the current or future irrigation of Grantors's land.

3. In the event that either party shall fail to perform its obligations under this agreement, the other parties shall be entitled to require such performance by suit for specific performance or where appropriate through injunctive relief. Such remedies shall be in addition to any other remedies afforded by Oregon law. In the event that Grantees fail to maintain said pipeline, Grantors shall be entitled to undertake any necessary maintenance and repair work, and shall be entitled to seek reimbursement from Grantees, which reimbursement shall be due and payable upon demand by Grantors.

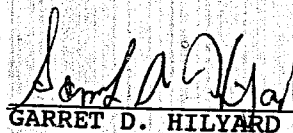
4. In the event of any litigation arising under this agreement, the prevailing party shall recover from the losing party, the prevailing party's reasonable attorney's fees at trial or on appeal as adjudged by the trial or appellate courts.

5. The easement granted hereunder shall run with the land as to all property burdened and benefitted by such easement, including any future division or partition of such property. The rights, covenants and obligations contained in this agreement shall bind, burden and benefit each party's successors and assigns, lessees, mortgagees.


STEVEN L. HILYARD

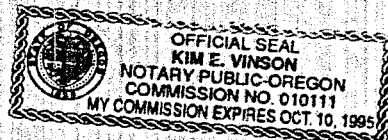

BETTY J. HILYARD


MAUDIE L. SMITH


GARRET D. HILYARD


KENNETH E. SMITH

STATE OF OREGON)
County of Klamath) ss



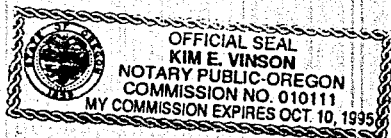
6142

This instrument was acknowledged before me on March 22, 1993, by Steven L. Hilyard, Garret D. Hilyard and Betty J. Hilyard.

Kim E. Vinson
NOTARY PUBLIC FOR OREGON
My commission expires: Oct. 10, 1995

STATE OF OREGON)
County of Klamath) ss

This instrument was acknowledged before me on March 22, 1993, by Kenneth E. Smith and Maudie L. Smith.



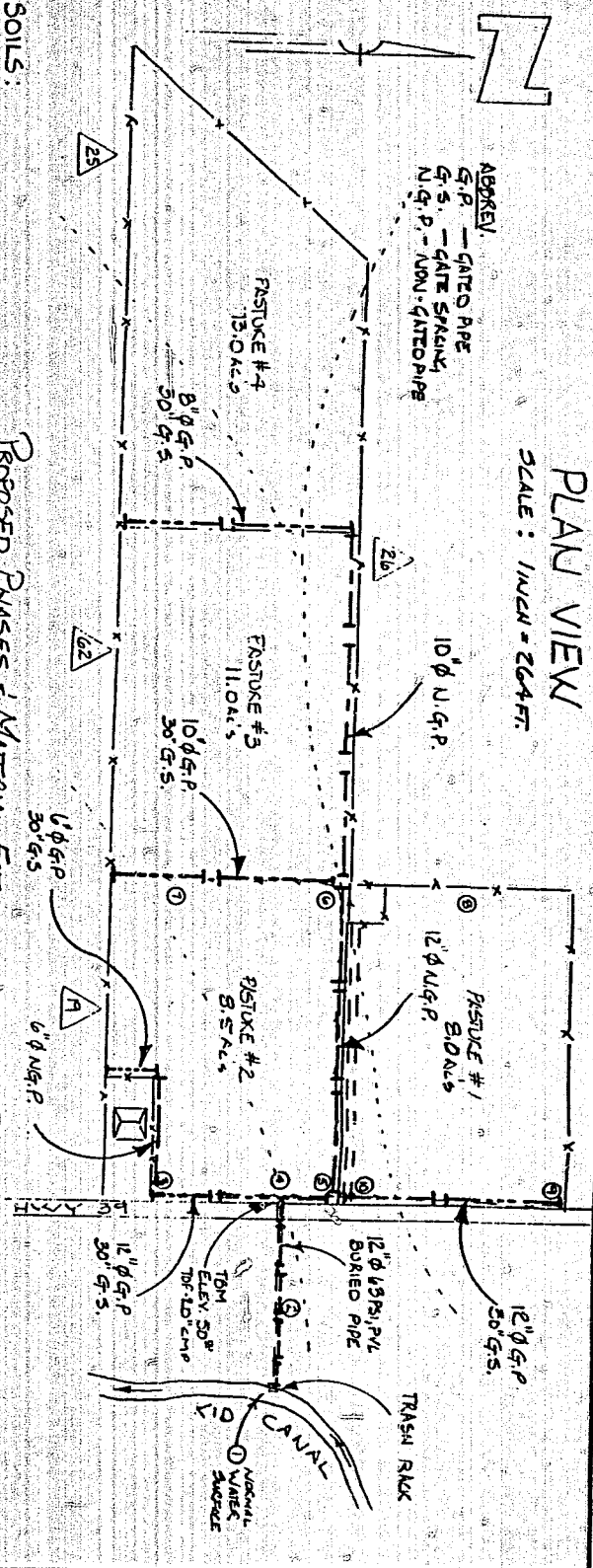
Kim E. Vinson
NOTARY PUBLIC FOR OREGON
My commission expires: Oct. 10, 1995

After recording return to: Kenneth E. Smith, 6746 Hwy. 39, Klamath Falls, OR 97603.

C:\CLIENTS\SMITH\EASEMENT

PLAN VIEW

SCALE: 1 INCH = 200 FT.



SOILS:

- 25 - HEULEY LFS
- 26 - HEULEY L
- 62 - POE LFS
- 19 - FORDNEY LFS

LEGEND:

- FENCE
- DITCH (EXISTING)
- FIELD DIVISION
- SOIL TYPE DIVISION
- PROPOSED BURIED PVC PIPE
- PROPOSED GATED PIPE
- PROPOSED NON-GATED PIPE

ELEVATIONS:

- ① 52.3
- ② 52.4
- ③ 50.7
- ④ 51.2
- ⑤ 51.6
- ⑥ 49.0
- ⑦ 48.8
- ⑧ 47.9
- ⑨ 50.0
- ⑩ 51.2
- ⑪ 49.0

PROPOSED PHASES & MATERIAL EST.

- I. 400 FT. - 12" Ø 63 PSI PVC (BURIED)
- 880 FT. - 12" Ø GATED PIPE (30" GATES)
- 1 EA. - TRASH RACK
- 300 FT. - 6" Ø NON-GATED PIPE
- 120 FT. - 6" Ø GATED PIPE (30" GATES)
- II. 700 FT. - 12" Ø NON-GATED PIPE
- 460 FT. - 10" Ø GATED PIPE (30" GATES)
- III. 800 FT. - 10" Ø NON-GATED PIPE
- 460 FT. - 8" Ø GATED PIPE (30" GATES)

NOT LISTED

MISC. IN-LINE VALVES @ ELKTS,
ELBOWS, END CAPS.

ACRES SERVED PER PHASE:

- I. 16.5 AC'S
- II. 11.0 AC'S
- III. 13.0 AC'S

DESIGN DATA:

- 1) WATER RIGHT → 140 CFS @ 4141'S = 470 GPM USED 500 FOR DESIGN
- 2) ACTUAL FIELD LENGTHS & SLOPES USED IN DESIGN OF IRRIGATION. (640 FT RUN - 0.4 FT/100 FT)
- 3) FOR BEST IRRIG. APPLICATION EST. INSTALLED (SEE ATTACHED O & M PLAN)
- 4) FOR BEST IRRIG. EFF. USE A 6-7 HUR SET TIME WITH APPROX. 75-90 GATES OPENED @ 5-10 MIN PER GATE. DESIGNED IRRIG. FREQ IS AT 5-6 DAYS.

IRRIGATION SYS. REORGANIZATION

KENNETH SMITH
NET, SEC. 24 T9S, R7E
KLAMATH CO.

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

DESIGNED BY: CAED 9/73
DRAWN BY: CAED 9/73
CHECKED BY: JUD 1/74
DATE: 1/74

DESIGNED BY: CAED 9/73
DRAWN BY: CAED 9/73
CHECKED BY: JUD 1/74
DATE: 1/74

BOS-ENG-31A REV 8/75

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Kenneth Smith the 26th day
of March A.D., 19 93 at 11:23 o'clock AM, and duly recorded in Vol. M93
of Deeds on Page 6140

Evelyn Biehn County Clerk
By Annette Mueller

FEE \$45.00