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AGREEMENT FOR EASEMENT

THIS AGREEMENT, made and entered into this 30th day of June, 2000 by and between Robert Trujillo, hereinafter called Grantor, and Scott Miller and Genie Miller, hereinafter called Grantees:

W I T N E S E T H

WHEREAS, Grantor is the record owner of the following described real property in Klamath County, State of Oregon, to-wit:

E ½ of NW ¼ of Section 24, Township 38 South, Range 11 ½
East of the Willamette Meridian

And has the unrestricted right to grant the easement hereinafter described relative to said real property.

Grantor conveys to Grantees, their heirs, successors, and assigns, a perpetual non-exclusive easement across the property of the Grantors, more particularly described as:

A pipeline that runs above ground within 5 feet of the Northern edge of the existing ditch, a tributary of Buck Creek. Said ditch, the pathway of this easement, crosses the SE ¼ of the NW ¼ and into the NE ¼ of the NW ¼ of Section 24, Township 38 South, Range 11 ½ East of the Willamette Meridian. Said ditch extends from the Easterly boundary of Bliss Road in an Notheasterly direction and crosses Grantor's property in a Northeasterly direction to Buck Creek. Said ditch is depicted on and labeled as "pathway of easement" on Exhibit A, attached hereto, a copy of a portion of Klamath County Assessor's map 38 11V 24.

The terms of this easement are as follows:

1. AGREEMENT FOR EASEMENT

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1. Grantees, their agents, independent contractors and invitees shall use the easement for a pump and pipeline only, and shall have reasonable access to the Grantor's property for purposes of constructing, reconstructing, or maintaining the pipeline which will cross onto the adjoining parcel in the SE ¼ of the NW ¼ of Section 24 where said pipeline will continue running along the ditch until it meets Buck Creek. Grantees shall also have reasonable access to Grantors' property in order to install or repair any associated pumps, siphons and electrical equipment installed at the weir at Buck Creek. Grantees may also have reasonable access to Grantors' property to clean and maintain the weir and to install damming boards in the weir at Buck creek.

2. Grantees agree that the construction, reconstruction or maintenance of the pipeline will be in a workmanlike manner and further agree to attempt to minimize any inconvenience to the Grantor, specifically as to the timing of work.

3. Grantees further agree that the cost of construction, reconstruction or maintenance of the pipeline will be solely the responsibility of grantees. Grantees assume all risks arising out of their use of the easement and Grantor shall have no liability to Grantees or others for any condition existing thereon.

4. This easement is for the benefit of the real property owned by Grantees, described in paragraph 6 of this Agreement. This agreement shall bind and inure to the benefit of the immediate parties hereto and to their respective heirs, executors, administrators and successors in interest as well.

2. AGREEMENT FOR EASEMENT

5. This easement shall be perpetual and shall not terminate for periods of non-use by Grantees. Said easement may be terminated upon written agreement by Grantor and Grantees, their heirs, successors and assigns.

6. The following is a description of the Grantees' dominant property.

S ½ of the SE ¼ of Section 23, Township 38 South, Range 11 ½ East of the Willamette Meridian.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 30th day of June, 2000.

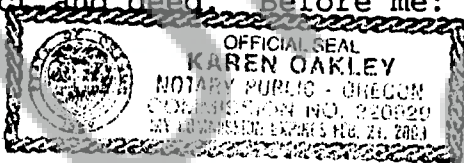
Robert J. Trujillo
Grantor

Sharon D. Braniff
Grantee

STATE OF OREGON)

County of Jackson) ss. 545.02.9276.
County of Klamath)

Personally appeared the above-named Robert J. Trujillo and acknowledged the foregoing instrument to be voluntary act and deed. Before me:



Karen Oakley
Notary Public for Oregon
My Commission expires: Feb 21, 2003

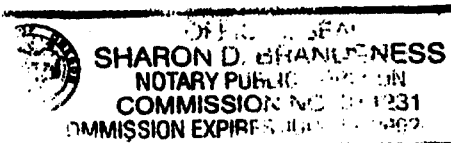
STATE OF OREGON)

County of Klamath) ss. Klamath.
County of Klamath)

Personally appeared the above-named SCOTT MILLER and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Sharon D. Braniff
Notary Public for Oregon
COMMISSION EXPIRES - 7-29-2002

3. AGREEMENT FOR EASEMENT



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Section 24
T38S R11 1/2 E W.M.
MAP 38 IIV 24

SEE MAP 38 IIV 13

610 WEST 80.00 CH

200
158.18 AC.

1105.110
E 1/3 of NW 1/4

300
24 16700 AC.
Horton

Buck Creek

Jakmy Lake

Sw 1/4 of NW 1/4

Pathway of Easement

Pathway of Easement

MLP 26-90

PARCEL 1

400
160.00 AC.

(YONNA VALLEY MARKET RD)

ROAD 1057 B155

RD.

EXHIBIT A

SEE MAP 38 IIV 23

State of Oregon, County of Klamath
Recorded 08/01/00, at 3:44 p.m.
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Linda Smith,
County Clerk Fee \$ 36.00