

AGREEMENT FOR ROAD AND UTILITY EASEMENT

DATED: This 1st day of March 2003

PARTIES: Francis J. Flowers ("Frank")
17840 Keno Worden Road
Klamath Falls, OR 97603

Dorothy M. Scull and
Martin D. Scull, wife and husband ("Dorothy")
18122 Keno Worden Road
Klamath Falls, OR 97603

Robert G. Flowers and
Christy Flowers, husband and wife ("Bob")
16650 Highway 97 South
Klamath Falls, OR 97603

Flowers Brothers, Inc.
an Oregon Corporation ("Company")
c/o Dorothy Scull
P.O. Box 12
Midland, OR 97634

George E. Flowers and
Blanche Flowers, husband and wife ("George")
208 Sunrise Street
Midland, OR 97634

RECITALS:

1. Frank, Dorothy, Bob, Company and George all own contiguous parcels of real property located generally west of the Keno Worden Road in Sections 21, 27 and 28, Township 40 Range 8 East of the Willamette Meridian, Klamath County, Oregon. There is currently a road which accesses all five parcels and which runs from Keno Worden Road across all five parcels and terminating on George's property. It is the intent of this road and utility easement to memorialize the understanding between the parties and that the road shall be used to access all five parcels of property. This easement shall be limited to allow for agricultural and residential uses only and to allow for utility easements to accompany such uses. It is expressly agreed between the parties that this road and utility easement shall not be for the benefit of any other new commercial purpose other than those existing on the date of this agreement.

2. The road and utility easement shall be thirty (30) feet in width.

3. Frank's real property is described in the attached Exhibit "1" and shall be referred to in this agreement as "Parcel 1". Dorothy's real property is described in the attached Exhibit

"2" and shall be referred to in this agreement as "Parcel 2". Bob's real property is described in the attached Exhibit "3" and shall be referred to in this agreement as "Parcel 3". Company's real property is described in the attached Exhibit "4" and shall be referred to in this agreement as "Parcel 4". George's real property is described in the attached Exhibit "5" and shall be referred to in this agreement as "Parcel 5". All Exhibits are incorporated herein.

Agreement:

1. Frank, Dorothy, Bob, Company and George all have the unrestricted right to grant the easements hereinafter described relative to said parcels of real property.

2. The Recitals section is incorporated herein. All easements granted are subject to the Recitals and the restrictions contained therein.

3. Frank conveys and grants to Dorothy, Bob, Company and George, their heirs, successors, and assigns, a perpetual non-exclusive easement across that portion of the road located on Parcel 1. The easement road across Parcel 1 is described on the attached Exhibit "6" which is incorporated herein.

4. Dorothy conveys and grants to Frank, Bob, Company and George, their heirs, successors and assigns, a perpetual non-exclusive easement across that portion of the road located on Parcel 2. The easement road across Parcel 2 is described on the attached Exhibit "7" which is incorporated herein.

5. Bob conveys and grants to Frank, Company and George, their heirs, successors and assigns, a perpetual non-exclusive easement across that portion of the road located on Parcel 3. The easement road across Parcel 3 is described on the attached Exhibit "8" which is incorporated herein.

6. Company conveys and grants to George, his heirs, successors and assigns, a perpetual non-exclusive easement across that portion of the road located on Parcel 4. The easement road across Parcel 4 is described on the attached Exhibit "9" which is incorporated herein.

The terms of these easements are as follows:

1. The owners of each easements dominant estate, their agents, independent contractors and invitees shall use the easement for road purposes and utility purposes only in connection with the residential and agricultural uses. Each party may, in conjunction with such use, construct, reconstruct, maintain and repair the road

2. Each party reserve the right to use, construct, reconstruct and maintain the road located upon their property and

may not grant use rights for use by third parties. The parties shall cooperate during periods of joint use so that each parties' use shall cause a minimum of interference to the others, however, in case of conflict, the titled owner to each parcels rights of use shall be dominant.

3. Each property owner reserves the right to relocate the road at any time and in such case shall reconstruct a road at such new location in as good or better condition as existed at the prior location and such reconstruction shall not hinder nor prohibit access or utility access to the other parties. If the road is relocated, the parties may record an instrument indicating the relocated road easement and such instrument shall serve to amend this easement. If the road is relocated, the party who constructs such relocation shall also relocate the utilities that may be in existence, at the constructing parties cost, so as not to interfere with the other parties utility services.

4. Each party agrees to indemnify and defend each other from any loss, claim or liability to each party arising in any manner out of each party's use of the easement road. Each party assumes all risks arising out of their use of the easement and the condition of the same.

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

6. This easement is granted subject to all prior easements or encumbrances of record.

IN WITNESS THEREOF, the parties have caused this instrument to be executed this 1st day of March 2003.

Francis J. Flowers
Francis J. Flowers

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 10 day of ^{April}~~March~~ 2003, the above-named Francis J. Flowers and acknowledged the foregoing instrument to be his voluntary act and deed.



Lindsey Davis
Notary Public for Oregon
My Commission Expires: March 5, 2007

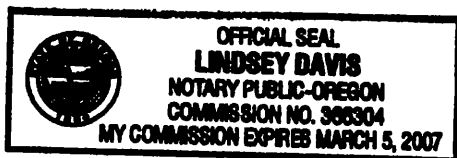
Signatures continue on next page.

Dorothy M. Scull
Dorothy M. Scull

Martin D. Scull
Martin D. Scull

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 11 day of ^{April} ~~March~~, 2003,
the above-named Dorothy M. Scull and Martin D. Scull and
acknowledged the foregoing instrument to be their voluntary act
and deed.



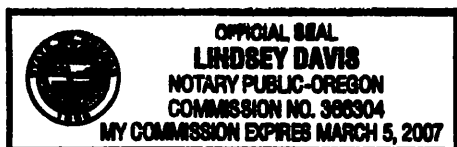
Lindsey Davis
Notary Public for Oregon
My Commission expires: March 5, 2007

Robert G. Flowers
Robert G. Flowers

Christy Flowers
Christy Flowers

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 5 day of ^{RF} ~~March~~ ^{Dec}, 2003,
the above-named Robert G. Flowers and Christy Flowers and
acknowledged the foregoing instrument to be their voluntary act
and deed.



Robert G. Flowers
Notary Public for Oregon
My Commission expires: 3/5/07

Signatures continue on next page.

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FLOWERS BROTHERS, INC.,
an Oregon corporation

By: Marjorie Lukens
Name: Marjorie Lukens
Title: President

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 9 day of APRIL 2003,
the above-named MARJORIE LUKENS as
PRESIDENT of Flowers Brothers, Inc., and acknowledged
the foregoing instrument to be its voluntary act and deed.



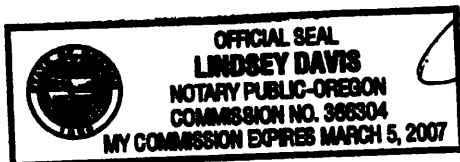
Karen A. Baker
Notary Public for Oregon
My Commission expires: 9.20.05

George E. Flowers
George E. Flowers

Blanche Flowers
Blanche Flowers

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 9 day of April 2003,
the above-named George E. Flowers and Blanche Flowers and
acknowledged the foregoing instrument to be their voluntary act
and deed.



Lindsey Davis
Notary Public for Oregon
My Commission expires: March 5, 2007

"EXHIBIT 1"

That portion of the NW1/4 lying southwesterly of the Keno-Worden Road in Section 27, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

"EXHIBIT 2"

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That portion of the NW1/4 SE1/4 lying Westerly of the Keno-Worden Road, and that portion of the NE1/4 SW1/4 lying Westerly of the Keno-Worden Road, less and excepting therefrom the W1/2 W1/2 N1/2 NE1/4 SW1/4 thereof, all in Section 27, Township 40 South, Range 8 East of the Willamette Base and Meridian, Klamath County, Oregon, containing 31 acres, more or less.

"EXHIBIT 3"**Parcel 1:**

The N1/2 NW1/4 SW1/4 and the W1/2 W1/2 N1/2 NE1/4 SW1/4 of Section 27, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon containing 25 acres, more or less.

"EXHIBIT 4"**Parcel 1:**

The S1/2 NW1/4 SW1/4 Section 27, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2:

The SE1/2 NE1/4 SE1/4 Section 28, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT TO reservations and restrictions of record, easements and rights of way of record and those apparent on the land, contracts and/or liens for irrigation and/or drainage.

"EXHIBIT 5"**Parcel 1:**

That portion of the S1/2 SW1/4 of Section 27 lying Westerly of the Keno-Worden Road in Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 2:

That portion of the SW1/4 SE1/4 lying Westerly of the Keno-Worden Road in Section 27, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 3:

That portion of the SE1/4 NW1/4 lying Southwesterly of the Keno-Worden Road in Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 4:

That portion of the NE1/4 SW1/4 lying Southwesterly of the Keno-Worden Road in Section 21, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 5:

The SE1/4 SE1/4 of Section 28, Township 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT TO: Reservations, restrictions, rights of way and easements of record and those apparent on the land; and reserving an easement for roadways and power lines.