

FIRST PARTY:

Richard A. Smith, Trustee of the
Richard A. Smith Revocable Living Trust
uad December 21, 1999
10166 E. Langell Valley Rd.
Bonanza, Oregon 97623

State of Oregon, County of Klamath

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Linda Smith, County Clerk

Fee \$ 51.00 # of Pgs 7

SECOND PARTY:

Michael D. Tyrholm and Diane L. Cross-Tyrholm
Trustees of the Michael and Diane Tyrholm Trust
uad 11-6-04

AFTER RECORDING RETURN TO:

JF 521702

AGREEMENT FOR EASEMENT

THIS AGREEMENT made and entered into this 17th day of March, 2005, by and between RICHARD A. SMITH, Trustee of the Richard A. Smith Revocable Living Trust u.a.d. December 21, 1999 (as subsequently amended June 27, 2003), hereinafter called the First Party; and MICHAEL D. TYRHOLM and DIANE L. CROSS-TYRHOLM, Trustees of the Michael and Diane Tyrholm Trust u.a.d. 11-6-04, hereinafter called the Second Party;

WITNESSETH:

WHEREAS, First Party is the owner of certain real property (herein called "serviant property") located in the County of Klamath, State of Oregon, legally described as follows, to-wit:

"Section 5, Township 40 S, Range 14 East of the Willamette Meridian, Klamath County, Oregon."

and has the right to grant the easements hereinafter described relative to the said real estate; and

NOW THEREFORE, in view of the premises, and in consideration of ONE HUNDRED and no hundredths Dollars (\$100.00) and other good and valuable consideration by the Second Party to the First Party paid, receipt of all of which is hereby acknowledged by First Party, First Party and Second Party agree as follows:

REGARDING PUMP SITE AND PUMP:

1. The First Party does hereby grant, assign and set over unto Second Party an undivided interest in that certain pump and piping located slightly south of the Langell Valley Irrigation District North Canal generally in the N1/2 NE1/4 of Section 5, Township 40 S, Range 14 East of the Willamette Meridian, which

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said pump and piping will be hereinafter referred to as "joint pump";

2. The respective ability of the parties to utilize the pump for the pumping of water shall be for the periods as follows:

First Party: April 1 - October 31 of each year

Second Party: Nov. 1 - March 31 of each year

3. Each of the parties, and/or their successors in interest, shall pay all costs of operation and all other costs to maintain the pump and piping for "joint pump" during the period of that party's use of "joint pump." The parties further agree that all major expenses shall be paid equally by the parties; it being further provided that before any major expense is incurred, the parties shall jointly agree to the nature and amount of such expenditure before work is commenced, and before any such expense is incurred; and

4. Either of the parties may give notice of that party's intention to terminate use of "joint pump" and to either cease the pumping of waters or to place a separate pump adjacent to the existing "joint pump." In the event that either party shall have given such notice of intent to terminate use to the other party, and shall have actually terminated use of "joint pump," then, and in such an event, the responsibility of the party terminating use of the pump to pay for electricity, maintenance, and a proportionate share of major expenses shall cease.

ACCESS ROADWAY:

First Party does hereby grant, assign and set over unto Second Party a permanent non-exclusive easement allowing for access to "joint pump" over and across First Party's real property above described.

1. Second Party shall have all rights of ingress and egress to and from "joint pump" (including the right from time to time to cut, trim and remove trees, brush, overhanging branches and other obstructions) necessary for the Second Party's access to "joint pump" and the installation by Second Party and Second Party's agents or contractors of utilities and other services as are necessary for the maintenance and utilization of "joint pump." In the event that the dominant property is divided, the easement as it provides for access to the pump shall apply only to that portion of the parcel on which Boggs Lake is currently located.

2. The roadway is currently constructed. It is generally described on Exhibit A, attached hereto and incorporated by this reference as a line denominated as follows:

---X---X---X---X---X---

The roadway is generally describable as being accessed from East Langell Valley Road along a currently constructed BLM road near

the current landfill. The BLM road enters Section 5, Township 40S, Range 14 EWM near the SW corner of Section 5 and continues easterly near the south line of said Section 5 to a point approximately 525 feet West of the SE corner of said Section 5; the roadway then turns northerly on an existing private road which meanders northerly to the existing pump site. The private roadway is denominated on the attached Exhibit B as follows:

---o---o---o---o---

Another short road leaves the above-mentioned road in the NE1/4 SE1/4 of Section 5 proceeding to a point near the Diversion Dam on the West line of Section 5.

3. First Party shall not erect any buildings within the roadway easement area. First Party retains the right to utilize the easement area in such manner as to not interfere with the rights herein granted, except that trees may not be planted thereon. First Party may, however, place gates at any point along the easement, provided, however, that the owners or occupiers of the dominant property benefited by the easement shall at all time be provided with keys to any locks or latches placed on such gates.

4. Maintenance of the roadway easement herein granted and costs of repair of the easement, if damaged by natural disasters or other events for which all holders of an interest in the easement are blameless, shall be the responsibility of the Second Party. Should either party cause damage to the easement because of negligence or abnormal use, said party shall be responsible for the cost of the repair of said damage at their sole expense.

5. The Second Party, Second Party's successors or assigns, shall not be liable to First Party for damages to the above-described premises occurring incidental to the proper use of this easement, PROVIDED, HOWEVER that in the event of damage to the premises occasioned by the construction process, or damage to premises outside of and adjacent to the above-described roadway easement caused by the Second Party, Second Party's successors and assigns, the party causing such damage shall repair the same and place said premises in as good a condition as they were immediately prior to such damage.

6. The roadway easement herein granted shall be perpetual, but shall terminate at such time as Second Party shall determine that Second Party intends to terminate the pumping of water at the pump site described hereinabove.

DITCH:

The First Party does hereby grant, assign and set over unto Second Party a permanent non-exclusive easement for the construction, maintenance and utilization of a certain existing ditch, as currently constructed.

1. The ditch begins at the existing pump site for "joint pump" continuing from said "joint pump" and runs along a contour through the SE corner of the NW1/4 NE1/4; then continues through the SW1/4 NE1/4; through the NW1/4 SE1/4 and on through the NE1/4 SE1/4; and continues through the SE1/4 SE1/4 leaving said Section 5 near the SE corner of said Section 5. The existing ditch as currently constructed is denominated on Exhibit B by a line marked as follows:

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2. In addition, the ditch easement may be utilized by the dominant estate for purposes of ingress and egress as is necessary for the maintenance and utilization of the said ditch.

3. Maintenance of the ditch herein referred to and costs of repair of the ditch, if damaged by natural disasters or other events for which all holders of the interest in the easement are blameless, shall be the responsibility of the parties as follows:

i. First Party shall be responsible for general maintenance of the ditch over and across that portion of the ditch which will be shared by the parties. Such shared portion of the ditch is generally described as beginning at the existing "joint pump" to a point near the NE corner of the NW1/4 SE1/4 of Section 5. The point near the NE corner of the NW1/4 SE1/4 of Section 5 is denominated on the attached Exhibit B as point A in a circle.

ii. Maintenance of the easement herein granted and costs of repair of the ditch, if damaged by natural disasters or other events for which all holders of an interest in the ditch are blameless, shall be the responsibility of the Second Party. Second Party shall also be responsible for all maintenance and costs of repair of the ditch from the point designated circled A on the attached Exhibit B to the terminus of the ditch easement at the south line of Section 5, Township 40S, Range 14 East of the Willamette Meridian.

4. The easement herein granted shall be perpetual, but shall terminate at such time as Second Party shall determine that Second Party intends to terminate the pumping of water at the pump site described hereinabove.

GENERAL:

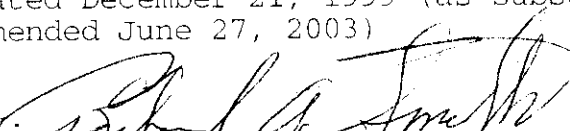
1. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the parties hereto but also their respective heirs, executors, administrators, successors and assigns, and this easement shall be appurtenant to that certain parcel of real property described herein as the dominant property, such real property being legally described on Exhibit A, attached hereto and incorporated by this reference herein as if fully set forth, and shall run with the land.

2. The terms of the easements herein granted may be enforced by suit for specific performance brought in the Circuit Court of the State of Oregon for Klamath County.

In construing this instrument and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally all changes shall be made or implied such that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument on the day and year set forth hereinbelow.

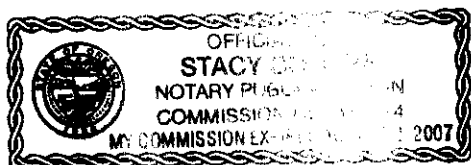
Richard A. Smith Revocable Living Trust
dated December 21, 1999 (as subsequently
amended June 27, 2003)

BY: 
RICHARD A. SMITH, Trustee

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on March 17
2005 by Richard A. Smith, Trustee of the Richard A. Smith
Revocable Living Trust u.a.d. December 21, 1999 (as subsequently
amended June 27, 2003).


NOTARY PUBLIC FOR OREGON



Michael and Diane Tyrholm Trust
u.a.d. 11-6-04

By: 
MICHAEL D. TYRHOLM, Trustee

By: 
DIANE L. CROSS-TYRHOLM, Trustee

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on March 17, 2005
2005 by Michael D. Tyrholm and Diane L. Cross-Tyrholm, Trustees of
the Michael and Diane Tyrholm Trust u.a.d. 11-6-04.


NOTARY PUBLIC FOR OREGON



18354

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon:

Section 8: SW 1/4 SE 1/4 and the E 1/2 SE 1/4

Section 9: S 1/2 NW1/4SW 1/4 and the SW 1/4 SW 1/4

Section 16: E 1/2 SW 1/4 and the W 1/2 W 1/2 and the E 1/2 NW 1/2

Section 17: NE 1/4 and the E 1/2 SE 1/4

Saving and Excepting any portion of the above described parcel lying Northerly or Easterly of the following described line: Beginning at the Quarter corner common to Sections 8 and 9, Township 40 S. R. 14 E.W.M., Klamath County, Oregon, as marked by a Klamath County Surveyor brass capped monument; thence, along the following-described line with the angle points being marked by a 5/8" iron pin with a True Line Surveying plastic cap, S. 89°50'43" W. 214.22 feet, S. 00°09'17" E. 466.83 feet, N. 89°50'43" E. 214.22 feet, S.00°09'17"E. 154.57 feet, S. 62°01'52" E. 1173.37 feet, S. 27°19'17" E. 624.58 feet and S. 00°09'17" E. 909.83 Feet; thence S. 26°43'11" E. 3028 feet, more or less, to a point on the East-West center section line of Section 16, Township 40 S. R. 14 E.W.M., with bearings based on a time method solar observation.

And Further saving and excepting the following described parcel: That portion of the SW 1/4 of the NE 1/4 of Section 17 lying Southerly of the following described line: Beginning at the Northeast corner of the SE 1/4 of the NW 1/4 of Section 17, Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, thence diagonally in a straight line to the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 17, Township 40 South Range 14, East of the Willamette Meridian, Klamath County, Oregon.

Parcel Two:

That portion of the NW 1/4 of the SE 1/4 of Section 17 lying Northerly of the following described line: Beginning at the Northeast corner of the SE 1/4 of the NW 1/4 of Section 17, Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, thence diagonally in a straight line to the Southeast corner of the NW 1/4 of the SE 1/4 of said Section 17, Township 40 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

Parcel Three:

That portion of the NW 1/4 SE 1/4 and the NE 1/4 SW 1/4 of Section 8, Township 40 S, R. 14 E.W.M., lying South of the following described line.

