

After recording return to:

Matthew T. Parks
Parks & Parks, Attorneys at Law
#32 Klamath Avenue
Klamath Falls, OR 97601

EASEMENT

THIS AGREEMENT, the effective date of which is the 11 day of Aug, 2005, between Tri-County Ag Services, Inc., by President, Johnnie Crowell, herein referred to as "Grantor", and Timothy C. Parks and Denis P. Hickey, hereinafter referred to as "Grantees".

RECITALS

1. WHEREAS, Grantor owns a parcel of land situated in the NE 1/4, SE 1/4 of Section 2, Township 14 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon the real property described by legal description of: Tract 13 of Merrill Tract, and
2. WHEREAS, Grantees have obtained an ownership interest in certain real property from the Grantor located west of Grantor's parcel described above Grantees' parcel being those portions of Tracts 14, 15, and 16 of Merrill Tracts lying northerly of the Burlington Northern Railroad Company's (formerly Great Northern Railway Company) right of way, the Grantor does hereafter grant to Grantees an easement which shall burden Grantors parcel as further described herein.

GRANT OF EASEMENT

3. In consideration of \$1.00 and other valuable consideration hereby paid to Grantor, the Grantor hereby grants a non-exclusive easement across Grantor's property for the benefit of the Grantees. Said easement is 12 feet in width, encumbering Tract 13 of Merrill Tracts for ingress and egress over the Southernly 12 feet of the Easterly 245 feet of Tract 13 situated in the NE 1/4, SE 1/4 of Section 2, Township 14 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

4. This easement is not exclusive to Grantees; Grantor may grant rights that are included in the above described easements to third parties provided that such grants do not interfere with Grantee's permitted uses as stated herein. Grantees may not use this property for any illegal purpose, or for any use prohibited by state, federal or local laws, ordinances and regulations.

5. All expenses, construction, maintenance, repair and replacement of said easement or facilities shall be the responsibility of Grantees.

6. It is recognized that Grantor may use the easement to the benefit of Grantor's parcel burdened by said easement.

7. This easement shall run with the land. It is recognized that said easement burdens Grantor's parcel and that the benefit for ingress and egress shall be to Grantees'.

8. If suit or action is instituted to enforce any of the provisions of this Agreement, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof. This agreement was drafted at the direction of the Grantees by Matthew Parks, Attorney for Grantees;

IN WITNESS WHEREOF, the Grantor hereto has set his hand on the date first above written.

DATED this 11 day of Aug, 2005.

TRI-COUNTY AG SERVICES, INC.
An Oregon Corporation

By: Johnnie Crowell President
Johnnie Crowell, President

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 11th day of August, 2005, by Johnnie Crowell.



Marie M. Henderson
Notary Public for Oregon
My Commission Expires: 12/8/07