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Fee: \$77.00

Langell Valley Irrigation District
9787 Langell Valley Rd E
Bonanza OR 97623

This space is reserved for recorder's use.

EASEMENT AGREEMENTEffective Date: March 29, 2018, 2018

BETWEEN: Langell Valley Irrigation District "LVID" or "District"
9787 Langell Valley Rd E
Bonanza OR 97623

AND: Robert G. Parsons, Trustee "Landowner"
Winifred E. Parsons, Trustee
Susan J. Parsons, Trustee
The Robert Parsons Trust
7449 Gale Road
Bonanza, OR 97623

LVID and Landowner are collectively referred to in this Easement Agreement (the "Agreement") as the "Parties."

RECITALS

A. LVID is a subdivision of the State of Oregon, organized as an irrigation district under Oregon Revised Statutes Chapter 545 and is located in Klamath County, Oregon.

B. Landowner is the owner of the following real property (the "Landowner Property"):

Tax Lot 200, Section 33, Township 39 South, Range 12 East, Klamath County, Oregon.

C. LVID desires to construct a water delivery pipeline on the Landowner Property.

D. Landowner wishes to provide LVID with a temporary construction easement for the purpose of accessing the Landowner Property and constructing the pipeline and related facilities.

AGREEMENT

In consideration of the covenants and conditions set forth in this Agreement and other good and valuable consideration, the Parties agree as follows.

1. Construction Easement Across Landowner Property. Landowner hereby grants to LVID a temporary nonexclusive construction easement (the "Easement") in, over, across and through the Landowner Property. The size and scope of the easement is that area reasonably necessary to permit LVID to access the pipeline construction site and to construct the pipeline (the "Easement Area"). The Easement is granted to permit access to and use of the Easement Area as is reasonably necessary to allow for LVID to design, construct, and inspect the pipeline. The Easement will remain in place until LVID tenders ownership of the pipeline to Landowner pursuant to Paragraph 5 below.

2. All Prior Rights Remain in Full Force and Effect. LVID retains all rights of access and operation as LVID has enjoyed since the inception of the District.

3. LVID Activity in Easement Area.

3.1. LVID will exercise due care to avoid damage to Landowner's Property. However, LVID may do whatever is necessary to exercise its rights within the Easement Area.

3.2. LVID will provide reasonable advance notice to Landowner before entering the Easement Area to undertake the pipeline construction work.

4. Construction of Pipeline. LVID agrees to construct at its own expense a 10-inch diameter pipeline in the approximate location described in Exhibit A. The pipe material will be Kroy PVC PIP surface pipe and will run approximately 165 feet in length, with gates located at 30-inch intervals. LVID will construct the pipeline in a good and workmanlike manner.

5. Acceptance of Pipeline. Upon completion of pipeline construction, LVID will tender ownership and control of the pipeline to Landowner. Landowner agrees to accept ownership and all future responsibility for the pipeline, including without limitation, operation, maintenance, repair, and replacement. Upon acceptance of the pipeline by Landowner, LVID will have no liability or obligation related to the pipeline, and Landowner agrees to hold LVID harmless with respect to any liabilities, damages, losses, costs, or expenses related to the presence of or operation of the pipeline on the Landowner Property.

6. Indemnity.

6.1. By Landowner. Landowner agrees to defend, indemnify and hold harmless LVID, its officers, directors, employees, representatives, agents, successors, and assigns (collectively the "LVID Indemnified Parties") from and against all claims, demands, causes of actions and suits of any kind or nature, liabilities, damages, losses, costs or expenses (including, without limitation, attorney fees and costs incurred in defending the same) for personal injury, death or damage to property 1) related to any use of the Easement Area by

Landowner and Landowner's invitees, officers, agents, employees, affiliates, subsidiaries, successors, and assigns, and 2) related to the presence of the pipeline or operation of the pipeline, except to the extent that such liability is caused by the LVID Indemnified Parties' own negligence or wrongful acts.

6.2. By LVID. To the extent allowed by Oregon Law, including the Oregon Tort Claims Act and other applicable statutes, LVID agrees to defend, indemnify and hold harmless Landowner, its officers, directors, employees, representatives, agents, successors, and assigns (collectively the "Landowner Indemnified Parties") from and against all claims, demands, causes of actions and suits of any kind or nature, liabilities, damages, losses, costs or expenses (including, without limitation, attorney fees and costs incurred in defending the same) for personal injury, death or damage to property related to any use of the Easement Area by LVID and LVID's invitees, officers, agents, employees, affiliates, subsidiaries, successors, and assigns, except to the extent that such liability is caused by the Landowner Indemnified Parties' own negligence or wrongful acts. LVID's defense and indemnity obligations shall expire upon Landowner's acceptance of the pipeline.

7. Attorney Fees. If any dispute arises concerning the interpretation or enforcement of this Agreement, the prevailing party in any such dispute is entitled to recover all of its attorney fees, paralegal fees, costs, disbursements and other expenses from the non-prevailing party, including without limitation those arising before and at any arbitration, trial, bankruptcy, or other proceeding and in any appeal.

8. Agreement Runs with the Land; Successors and Assigns. This Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective executors, administrators, successors-in-interest and assigns. As used in this section, "successors-in-interest" shall include without being limited to the successors to all or substantially all of a Party's assets and to their successors by merger or consolidation.

9. Amendment. The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Parties, as evidenced by execution of a written recorded instrument.

10. Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon as interpreted by the Oregon courts. The venue for any litigation arising under this Agreement shall be in the Circuit Court for Klamath County, Oregon or in the United States District Court for the District of Oregon, unless the Parties agree otherwise. However, the Parties may attempt to resolve any dispute arising under this Agreement by any mutually agreeable means of dispute resolution.

11. Recording. LVID may record this Agreement in the real property records of Klamath County at LVID's expense.

12. Interpretation. The terms of this Agreement shall not be construed in favor of or against either Party based on authorship, but shall be construed as if both Parties prepared

this Agreement. It is understood that either Party may be more than one individual or a corporation; therefore, the Parties agree that if the context and the circumstances so require, the singular as used herein shall mean and include the plural, the masculine pronoun shall mean and include the feminine and the neuter and that generally all grammatical changes shall be assumed, made or implied so that the provisions of this Agreement shall apply equally to individuals and to corporations. Section headings are for ease of reference only and should not be used in constructing or interpreting this Agreement.

13. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

14. Legal Counsel. Landowner acknowledges that this is a legal document and that Landowner has been advised to obtain the advice of legal counsel in connection with its review and execution of this Agreement. Landowner covenants that it will not deny the enforceability of this Agreement on the basis that Landowner elects not to obtain legal counsel to review and approve this Agreement.

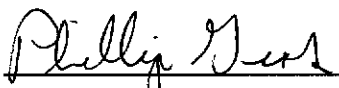
15. Waiver. No waiver by either Party of a breach of any of the terms, covenants or conditions of this Agreement by the other Party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained.

16. Authority. Each individual signing on behalf of a Party states that he or she is the duly authorized representative of the signing Party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the Party on whose behalf the representative is signing. If any Party consists of more than one person or entity, the liability of each such person or entity signing this Agreement shall be joint and several.

[SIGNATURE PAGE FOLLOWS]

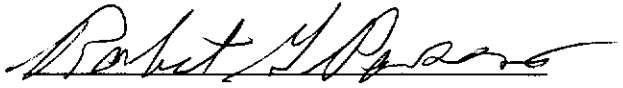
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date set forth above.

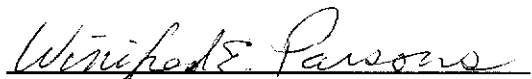
LANGELL VALLEY IRRIGATION DISTRICT


By: 
Phillip Grohs, Vice President

LANDOWNER

The Robert Parsons Trust

By: 
Robert G. Parsons, Trustee

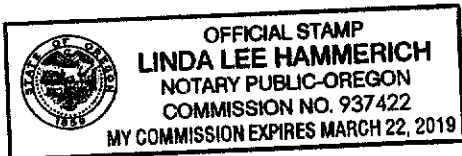
By: 
Winifred E. Parsons, Trustee

By: 
Susan J. Parsons, Trustee

[NOTARY PAGES FOLLOW]

STATE OF OREGON)
) ss.
County of Klamath)

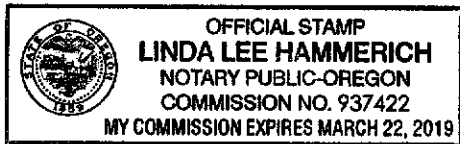
This instrument was acknowledged before me on this 29 day of March,
2018, by Phillip Grohs, as Vice President of Langell Valley Irrigation District.



Linda Hammerich
NOTARY PUBLIC FOR OREGON
My Commission Expires: March 22, 2019

STATE OF Oregon)
) ss.
County of Klamath)

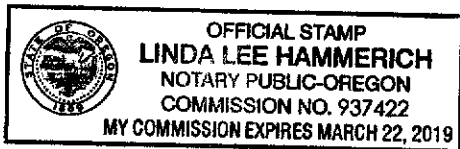
This instrument was acknowledged before me on this 29 day of March,
2018, by Robert G. Parsons, Trustee of The Robert Parsons Trust.



Linda Hammerich
NOTARY PUBLIC FOR Oregon
My Commission Expires: March 22, 2019

STATE OF Oregon)
) ss.
County of Klamath)

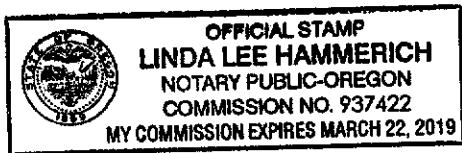
This instrument was acknowledged before me on this 29 day of 2018 March,
2018, by Winnifred E. Parsons, Trustee of The Robert Parsons Trust.



Linda Hammerich
NOTARY PUBLIC FOR
Oregon
My Commission Expires: March 22, 2019

STATE OF Oregon)
) ss.
County of Klamath)

This instrument was acknowledged before me on this 29 day of March,
2018, by Susan J. Parsons, Trustee of The Robert Parsons Trust.



Linda Hammerich
NOTARY PUBLIC FOR
Oregon
My Commission Expires: March 22, 2019

EXHIBIT A
PIPELINE LOCATION

The upstream end of the pipeline is located in the northwest corner of Tax Lot 200, Section 33, Township 39 South, Range 12 East, Klamath County, Oregon, at the approximate coordinates of 42°09'04.85"N, 121°17'48.01"W. The pipeline then runs in a southerly direction a distance of approximately 165 feet to its terminus located at the approximate coordinates of 42°09'03.22"N, 121°17'48.00W