

SEP 7 12 45 PM 1972

1 THIS AGREEMENT made this day and year hereafter written between E. G.
 2 BORN and DOROTHY BORN, husband and wife, herein called Born; CLYDE L. DEHLINGER
 3 and GEORGIA DEHLINGER, husband and wife, herein called Dehlinger; and GEO. R.
 4 STACY CO., an Oregon Corporation, herein called Stacy;

WITNESSETH:

1.

7 Born and Stacy entered into a written agreement wherein Born conveyed and
 8 granted to Stacy the exclusive right and privilege to enter upon, produce, exca-
 9 vate, screen, crush, and remove rock, stone, sand and gravel from the following
 10 described real property:

11 That portion of the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 32, Twp. 39 S.R. 10 E.W.M.,
 12 Klamath County, Oregon, lying South and West of the steep slope
 13 for a term from April 10, 1968 to April 9, 1973, inclusive, and Stacy and Dehlin-
 14 ger entered into a separate but similar written agreement wherein Dehlinger
 15 granted and conveyed to Stacy the exclusive right and privilege to enter upon.
 16 produce, excavate, screen, crush and remove rock, stone, sand and gravel from the
 17 following described real property.

18 SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, and SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Twp. 39 S.R. 10 E.W.M.,
 19 Klamath County, Oregon
 20 for a term from April 10, 1968 to April 9, 1973 inclusive.

2.

21 Stacy has now purchased and is the owner of the following described real
 22 property:

23 E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Twp. 39 S.R. 10 E.W.M.,
 24 Klamath County, Oregon,
 25 across which Stacy has constructed an approximately 100 foot wide road which
 26 runs South adjacent to and parallel with the west line of said Stacy property
 27 from the County Road known as the Hill Road to the North Line of said S $\frac{1}{2}$ NE $\frac{1}{4}$ of
 28 said Section 32 owned by Born and Stacy desires an easement from Born for a
 29 road which it is presently constructing across said "steep slope" which continues
 30 said Road Constructed upon Stacy's said real property to the rocks, stone, sand
 31 and gravel operations being conducted by Stacy upon said lands owned by Born
 32 and Dehlinger.

Relinquish
 GANONG, GORDON
 & SISEMORE
 ATTORNEYS AT LAW
 230 MAIN STREET
 KLAMATH FALLS, ORE.
 97601

3.

Born does hereby give and grant to Stacy an easement and right of way for roadway purposes for ingress and egress to Born's and Dehlinger's said properties for use in its said rock, stone, sand and gravel operations and to remove said products therefrom but for no other purpose, for so long as Stacy, its successors and assigns shall have an agreement with Born or Dehlinger or their respective successors for such operation on any of their above described real property. A description of said Easement signed by all of the parties is attached hereto marked Exhibit A and made a part hereof.

4.

During the period said Easement to Stacy continues in existence, Stacy shall construct and maintain the Road on said Easement and said Road across its own property in good condition and repair and shall use water or other means upon said roads in order to keep dust hazards to a minimum, and shall hold Born and Dehlinger and their respective heirs, devisees, personal representatives, grantees, successors and assigns harmless from any and all liability or claims of liability for actions of Stacy, its successors and assigns and their agents and employees. All of such construction, maintenance and repair shall be at the sole cost and expense of Stacy except that Stacy may take and use rock, stone, sand and gravel from Born's and Dehlinger's said lands for the construction, maintenance and repair of said road without cost to Stacy. However, Stacy shall furnish Born with statements of all such material taken for such purposes from Born's property and Dehlinger with statements of all such materials taken for such purposes from Dehlinger's property. So far as is reasonably possible, half of such road material shall be taken from Born's property and half shall be taken from Dehlinger's property.

5.

Stacy, its successors, grantees and assigns do hereby give and grant to Born and their heirs, devisees, personal representatives grantees and assigns and unto Dehlinger and their heirs, devisees, personal representatives, grantees and assigns a non-exclusive easement and right of way for roadway purposes for ingress and egress on said Road Constructed by Stacy upon its above described properties from said County Road, known as the Hill Road, to their respective properties for use in carrying on and conducting rock, stone, sand or gravel operations and to remove said products therefrom but for no other purpose.

Agreement - Page 2.

1 Said easements and rights of way are appurtenant to and for the benefit of the
2 above described properties of Born and Dehlinger and shall be for a term of 20
3 years from April 10, 1972 to April 9, 1993. The then owners of any of the
4 above described properties of Born or Dehlinger shall have the right and option
5 to extend said Easement and right of way for the benefit of their said lands for
6 an additional period of 20 years by delivering written notice of the exercise of
7 such option to renew to the then owner of the land upon which said Stacy Road
8 is constructed at any time prior to April 9, 1993.

9 No rental or other charge shall be made by Stacy, its successors, grantees
10 or assigns for the use of said Road by either Born or Dehlinger, or their res-
11 pective heirs, devisees, personal representatives, grantees or assigns during
12 the original 20 year term of said easement, but if either Born or Dehlinger or
13 any of their said successors shall exercise said option to extend said easement
14 for said additional term of 20 years and if at any time during said extended
15 term Stacy, its successors, or assigns no longer have an agreement with either
16 Born or Dehlinger or their said successors, for a rock, stone, sand or gravel
17 operation upon any of their above described properties, then the person receiv-
18 ing said extended easement shall pay to the then owners of the Stacy property
19 upon which such road is constructed an annual rental for said road during each
20 year of said extended easement. Said rental shall be the reasonable annual
21 rental then paid for similar property in the vicinity when devoted to its highest
22 and best economic use. If the parties can not agree upon such rental, the
23 optioners shall select one appraiser, the optionee shall select one appraiser and
24 the two appraisers so selected shall pick a third appraiser and said Board of
25 appraisers shall determine the amount of such annual rental. Such annual
26 rental, when so determined, shall remain the same during said extended 20 year
27 term. If more than one land owner shall exercise said option, said rental shall
28 be divided equally among them and each shall be responsible only for his share.

6.

29
30 It is understood and agreed that the operations herein described for which
31 such easements are given may be carried on by the landowners personally or by
32 their lessee, licensee or other independent contractor upon their said lands.

1 IN WITNESS WHEREOF the parties have caused this agreement to be executed
2 this 9 day of March, 1972.

3 E. G. Born
E. G. Born

4 Dorothy Born
Dorothy Born

5 (CORPORATE SEAL)

6 Clyde L. Dehlinger
Clyde L. Dehlinger

7 Georgia Dehlinger
Georgia Dehlinger

8 GEO. R. STACY CO.

9 Donald R. Clauch
Its President

10 By Barbara Wardell
Its Secretary

11 STATE OF OREGON)

) SS.

May 9, 1972.

12 County of Klamath)

13 Personally appeared the above named E. G. Born and Dorothy Born, husband

14 and wife and acknowledged the foregoing instrument to be their voluntary act

15 and deed. Before me:

16 Clarence M. Farnley
Notary Public for Oregon

17 My Commission Expires: 2-5-73

18 STATE OF OREGON)

) SS.

May 5, 1972.

19 County of Klamath)

20 Personally appeared the above named Clyde L. Dehlinger and Georgia Dehlinger,

21 husband and wife and acknowledged the foregoing instrument to be their voluntary

22 act and deed. Before me:

23 William G. Lantry
Notary Public for Oregon

24 My Commission Expires: October 3, 1972

25 STATE OF OREGON)

) SS.

June 23, 1972.

26 County of Klamath)

27 Personally appeared Donald R. Clauch, and Barbara Wardell both to me person-

28 ally known, who being duly sworn did say that he, the said Donald R. Clauch,

29 is the President of GEO. R. STACY CO., an Oregon Corporation and that she, the

30 said Barbara Wardell is the Secretary of said Corporation, and that the seal

31 affixed to said instrument is the corporate seal of said Corporation, and that

32 the said instrument was signed and sealed in behalf of said Corporation by

1 authority of its Board of Directors, and Donald R. Claunch and Barbara Wardell
2 acknowledged said instrument to be the free act and deed of said Corporation.

3 IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
4 seal the day and year last above written.

5 Laurel B. Dred
Notary Public for Oregon

6 My Commission Expires: 8-19-75

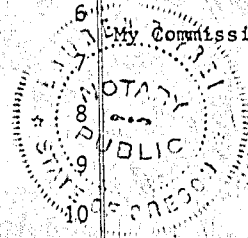


EXHIBIT A

Road Use Easement Right on one Access Road now being constructed by Geo. R. Stacy Co. across Borns' "Steep Slope Area" to a point where it enters the "Gravel Pit area" on the Born Land.

Location of this Road is defined as follows:

Beginning at the center point of the road-way, at the south property line of the Geo. R. Stacy Co. property, which property line is also the north line of the Born property described as the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 32, Twp. 39 S.R. 10 E.W.M., From this center point, as above described, proceed in a southeasterly direction a distance of 600 feet, following the center line of the road being constructed at present by Geo. R. Stacy Co., to this point, which is hereby defined as being the north line of the "Gravel Pit Area" on the Born land, at this location.

The width of the road-way surface, of 40 feet wide, shall be determined by measuring 20 feet at right angles to the center line established above.

We hereby agree to the above description and accept it as correct.

E. G. Born
E. G. Born

Clyde L. Dehlinger
Clyde L. Dehlinger

Dorothy Born
Dorothy Born

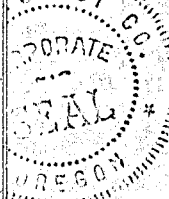
Georgia Dehlinger
Georgia Dehlinger

GEO. R. STACY CO.

Donald R. Clavell
Its President

By Bastara L. Suddell
Its Secretary

(CORPORATE SEAL)



STATE OF OREGON, COUNTY OF KLAMATH

Filed for record at request of GANONG, SISEMORE & ZAMSKY

this 7th day of SEPTEMBER A.D. 19 72 at 1 o'clock P.M. and

duly recorded in Vol. M 72, of DEEDS on Page 10042

FEE \$12.00

Wm. D. MILNE, County Clerk

Hazel Craig