

1 THIS AGREEMENT made this day and year hereinafter written between E. G.
2 BORN and DOROTHY BORN, husband and wife, herein called Born and CLYDE L.
3 DEHLINGER and GEORGIA DEHLINGER, husband and wife, herein called Dehlinger,

4 WITNESSETH:

5 1.

6 Born and Geo. R. Stacy Co., an Oregon Corporation, herein called Stacy
7 entered into a written agreement wherein Born conveyed and granted to Stacy
8 the exclusive right and privilege to enter upon, produce, excavate, screen,
9 crush, and remove rock, stone, sand and gravel from the following described
10 real property owned by Born, to wit:

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
which steep slope is North and East of the described area
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
17 the following described real property owned by Dehlinger, to wit:

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.

21 2.

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

24 E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 32, Twp. 39 S.R. 10 E.W.M.,
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 requested 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 and Born has granted Stacy an easement and right of way for road-
Agreement - Page 1.

way 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 and Stacy, its successors, grantees and assigns has granted 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 for use in carrying on and conducting rock, stone, sand or gravel operations and to remove said products therefrom but for no other purpose.

3.

Born and their heirs, devisees, personal representatives, grantees and assigns do hereby give and grant to Dehlinger and their heirs, devisees, personal representatives, grantees and assigns a perpetual but non-exclusive easement and right of way for roadway purposes for ingress and egress on said road being constructed by Stacy across Born's said "Steep Slope" area from said County Road, known as the Hill Road, to Dehlinger's above described real property. A description of said Easement across Born's "Steep Slope Area" to a point where it enters the "Gravel Pit Area" on the Born Land signed by all of the Parties is attached hereto marked "Exhibit A" and made a part hereof. Said easement and right of way after it enters the "Gravel Pit Area" shall continue to Dehlinger's said property by the shortest and most feasible route that does not interfere with said operations on Born's said property and shall be no wider than absolutely necessary. Said easements and right of ways shall be for the purpose of carrying on and conducting said rock, stone, sand or gravel operations by Stacy or similar operations by Dehlinger and their successors in interest on Dehlingers said property in the future and for no other purpose. Said easement and right of way is for the benefit of and appurtenant to Dehlinger's above described real property.

4.

Dehlingers and their heirs, devisees, personal representatives, grantees and assigns do hereby give and grant to Born and their heirs, devisees, personal

1 representatives, grantees and assigns a perpetual but non-exclusive easement and
 2 right of way for road purposes across their above described real property for the
 3 purpose of carrying on and conducting said rock, stone, sand or gravel operations
 4 by Stacy or similar operations by Born and their successors in interest on Born's
 5 said property in the future and for no other purpose. Said easement and right
 6 of way shall cross Dehlinger's said real property by the shortest and most fea-
 7 sible route that does not interfere with the operations on Dehlinger's property
 8 and shall be no wider than absolutely necessary. Said easement and right of way
 9 is for the benefit of and appurtenant to Born's above described real property.

5.

11 It is understood and agreed that the exact location of said easements and
 12 rights of way across the "Gravel Pit Area" may be shifted from time to time as
 13 said operations are shifted from location to location. It is further understood
 14 and agreed that the operations herein described for which such easements and
 15 rights of way are given may be carried on by the landowners personally or by their
 16 lessee, licensee or other independent contractor upon their said lands.

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

19 E. G. Born
 E. G. Born
 20 Dorothy Born
 Dorothy Born

Clyde L. Dehlinger
 Clyde L. Dehlinger
Georgia Dehlinger
 Georgia Dehlinger

22 STATE OF OREGON)
 23 County of Klamath) SS. Mar 2, 1972.

24 I, Clare M. Farnes, Notary Public for Oregon,
 25 do hereby certify that the above named E. G. Born and Dorothy Born, husband
 26 and wife, personally appeared before me and acknowledged the foregoing instrument to be their voluntary act
 and deed. Before me:

27 My Commission Expires: 2-5-73

28 STATE OF OREGON)
 County of Klamath) SS. May 5, 1972.

29 I, William Farnes, Notary Public for Oregon,
 30 do hereby certify that the above named Clyde L. Dehlinger and Georgia Dehlinger,
 31 husband and wife, personally appeared before me and acknowledged the foregoing instrument to be their voluntary
 act and deed. Before me:

32 Commission Expires: October 3, 1972

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.W. 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

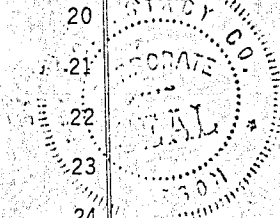
Georgia Dehlinger
Georgia Dehlinger

GEO. R. STACY CO.

By Donald R. Wainwright
Its President

By Barbara L. Vassell
Its Secretary

(CORPORATE SEAL)



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of GANONG, SISEMORE & ZAMSKY

this 7th day of SEPTEMBER A. D. 19 72 at 12:47 o'clock P M., and

duly recorded in Vol. M 72, of DEEDS on Page 10048

FEE \$8.00

Wm D. MILNE, County Clerk

By Hazel W. Wainwright