

**EASEMENT**

In consideration of the sum of Ten (\$10) Dollars and other valuable consideration, the receipt of which is hereby acknowledged, Gienger Enterprises, Inc., hereinafter referred to as Grantor, does hereby convey to Richard Carter and Maureen O'Connell, hereinafter referred to as Grantee, and to Grantee's heirs, successors and assigns, a perpetual nonexclusive easement to use a strip of land fifteen (15') feet in width over and across the existing roadway on the property of the Grantor, which roadway is more fully described as follows:

Commencing at a point in the Southeast corner of Lot 27 in Section 5, Township 35 South, Range 7 East, of the Willamette Meridian, Klamath County, Oregon, on the Eastern border of Lot 27 where the existing roadway crosses Lot 26, thence Westerly along said roadway, to the Eastern boundary of Highway 62.

The Grantor's property which is subject to this easement is more fully described as follows:

Lot 27 in Section 5, Township 35 South,  
Range 7 East, of the Willamette Meridian,  
Klamath County, Oregon.

The following is a description of the Grantee's property to which this easement is appurtenant:

The South 250 feet of the West one-half of Government Lot 25 in Section 5, Township 35 South, Range 7 East, of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southwest corner of Lot 25, Section 5, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; proceeding Northerly 250 feet, thence Easterly 660 feet, thence Southerly 250 feet, thence Westerly 660 feet to the point of beginning.

The terms of this easement are as follows:

1. Grantee, his agents, independent contractors and invitees shall use the easement strip for road purposes only for access to the property described above and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.
2. Grantor reserves the right to relocate the road at any time and in such case shall reconstruct the road at such new location in as good or better condition as existed at the prior location. If the road is relocated, Grantor may record an instrument indicating the relocated road centerline and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original easement strip. Such amendment of the description shall be effective whether or not signed by Grantee, but Grantee shall execute it or such other document necessary to indicate relocation of the easement strip when and if requested by Grantor.
3. Grantee agrees to indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantee's use of the easement strip. Grantee shall pay Grantor for any merchantable timber or other

property of Grantor's damaged by Grantee's use of this easement. Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantee or others for any condition existing thereon.

IN WITNESS WHEREOF, the parties have executed this Easement on May 5, 1984.

GIENGER ENTERPRISES, INC.

By: Elroy Gienger President  
Elaine P. Gienger (sec)

May SUBSCRIBED AND SWORN to before me this 5 day of March, 1984.

Bonnie M. Kuchner  
Notary Public for Oregon  
My commission expires 11-5-86

After recording, return to:  
Neil D. Smith  
325 Main Street  
Klamath Falls, OR 97601

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STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for record on the 9th day of May A.D., 1984 at 3:33 o'clock P M, and duly recorded in Vol M84, of Deeds on page 7752.

Fee: \$ 12.00

EVELYN BIEHN, COUNTY CLERK

by: Neil D. Smith, Deputy