

THIS AGREEMENT, made and entered into this 27th day of June 1985, by and between CROWN ZELLERBACH CORPORATION, a Nevada corporation, GRANTOR, hereinafter call the first party, and RONALD N. HESSER AND BEVERLY A HESSER, husband and wife, GRANTEES, hereinafter called second party;

## WITNESETH:

WHEREAS: the first party is the record owner of the following described real estate in KLAMATH COUNTY, State of OREGON, to wit:

The South half (S $\frac{1}{2}$ ) of Section 30; the Northeast quarter (NE $\frac{1}{4}$ ) and the North half of the Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 31; the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section 32, in Township 30 South, Range 8 East of the Willamette Meridian; and

The East half (E $\frac{1}{2}$ ) of Section 25 lying easterly of U. S. Highway 97, in Township 30 South, Range 7 East of the Willamette Meridian, all in Klamath County, Oregon;

And has the unrestricted right to grant the easement hereinafter described relative to said real estate;

NOW, THEREFORE, in view of the premises and in consideration of Two hundred fifty dollars (\$250.00) by the second party to the first party paid and other valuable considerations, the receipt of all of which is hereby acknowledged by the first party, they agree as follows:

THE FIRST PARTY does hereby grant, assign and set over to the second party a permanent, assignable, non-exclusive easement forty feet in width for the construction, maintenance and use of road upon, over and across the above described property of the first party, the centerline of which shall be coincident with that of the existing road, for the purpose of vehicular and foot traffic, for the installation of utilities (water, power, gas, telephone and similar utilities) together with the right to construct and maintain buried and above ground pipes, poles, lines, wires in support of said utilities and improve and maintain the existing road within said forty foot wide easement.

THE ABOVE EASEMENT is and shall be appurtenant to the following described real estate in Klamath County, Oregon, to wit:

Government Lots 1, 6, 7 and 8 of Section 32, in Township 30 South, Range 8 East of the Willamette Meridian, and the Northeast quarter (NE $\frac{1}{4}$ ) of Section 5, and the North half (N $\frac{1}{2}$ ) of Section 6, in Township 31 South, Range 8 East of the Willamette Meridian, all in Klamath County, Oregon.

THE FIRST PARTY reserves the right to use the above described property for road use in common with the second party in any lawful manner that does not unreasonable interfere with the use by the second party; the right to log to, across and through said easement property; and also the rights of access, crossings, exits and the right to grant rights thereupon to others.

THE SECOND PARTY shall have all rights of ingress and egress to and from said second party's real estate necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto; and the SECOND PARTY does further agree not to cause, do, or to permit to be done any thing, action or petition which may lead to the conversion or taking of this easement and road to a public road or way.

EACH PARTY to this agreement using the roads hereinbefore described agrees to indemnify and save and hold harmless the road owner, its officers, employees and agents from every charge, cost, damage, expense or liability of any kind or nature arising or growing out of this agreement or the use and occupancy thereof, or use and occupancy of the same by any employee, contractor, guest or invitee of the party to this agreement, or any violation or noncompliance with the terms and conditions hereof.

EACH PARTY using said road or easement for commercial purposes shall pay a fair share of the costs of maintenance of the same in proportion to its use thereof; THE FIRST PARTY shall not be required to perform construction or maintenance work on said road except as may, in its judgment, be required for its own use, but this provision shall not affect the obligation of the second party to contribute to maintenance costs as set forth above.

THE SECOND PARTY, by recording this instrument in the public records of Klamath County, Oregon, does agree to, accept and acknowledge all conditions and covenants contained herein.

THIS AGREEMENT shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first above written.

CROWN ZELLERBACH CORPORATION

*W. B. Freck*

Vice President

ATTEST:

*W. B. Freck*

Asst. Secretary

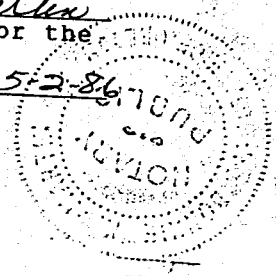
STATE OF OREGON )  
 ) ss.  
County of Multnomah)

June 27 A.D. 1985.

Personally appeared W. R. Corbin and W. B. Freck, who, being duly sworn (or affirmed), did say that they are the Senior Vice President and Assistant Secretary, respectively, of CROWN ZELLERBACH CORPORATION, and that said instrument was signed in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed.

BEFORE ME:

*Bonnie K. Martin*  
Notary Public in and for the  
State of Oregon  
My commission expires 5-2-86



STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for record on the 2nd day of July A.D., 1985 at 12:31 o'clock P M, and duly recorded in Vol 185, of Deeds on page 10184.

Fee: \$ 9.00

EVELYN BIEHN, COUNTY CLERK

by: *Pamela Smith*, Deputy

Return: MTC