

EASEMENT

THIS AGREEMENT is made and entered into on the date set opposite the signatorial lines of the parties hereto. It is made by and between GIENGER, ENTERPRISE, HENRY AND GERALD WOLFF RANCHES, INC. AND LAVENA SMITH, as Grantor, hereinafter referred to as "Grantor", and WILLIAM W. POLLARD AND BETTYE J. POLLARD, as Grantee, hereinafter referred to as "Grantee".

1. OWNERSHIP: Grantor is the owner of the real property described on Exhibit "A" attached hereto. Grantee is the owner of the real property described on Exhibit "B" attached hereto.

2. CONVEYANCE: In consideration of the sum of Ten Dollars (\$10.00) paid to Grantor, receipt of which is hereby acknowledged, Grantor conveys to Grantee, their heirs, successors and assigns, a perpetual non-exclusive easement to use a strip of real property thirty feet wide, located on Grantor's property, and located as shown on Exhibit "C" attached hereto.

3. USE: Grantee shall use the easement strip for road purposes only and in conjunction with said use may construct, reconstruct, maintain and repair a road thereon. Grantor and Grantee shall cooperate during periods of joint use so that each parties use shall cause a minimum of interference to the others. Grantor shall also have the right to use, construct, reconstruct and maintain and repair said road.

4. RIGHT RESERVED BY GRANTOR: 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 condition as existed at the prior location. If said 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.

5. INDEMNIFICATION: Grantee shall indemnify and defend Grantor from any loss, claim or liability to Grantor arising in any manner out of Grantees use of the easement strip.

6. APPURTENANT: This easement is appurtenant to the real property owned by Grantee described herein.

7. PERPETUAL: This easement shall be perpetual.

IN WITNESS WHEREOF, the parties have executed this easement on the date set opposite the signatorial lines herein.

GRANTOR:

Gieger Enterprises, Inc.
Date: 7/10/81

GRANTOR:

Henry & Gerald Wolff Ranches Inc. S. C. Wolff, Sec.
Date: 7/12/81

GRANTOR:

Samuel S. Smith
Date:

GRANTEE:

William W. Pollard by his
Date: attorney in fact
Betty J. Pollard
7/14/81

Betty J. Pollard

STATE OF OREGON,

County of Klamath

SS.

BE IT REMEMBERED, That on this 14th day of July, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Betty J. Pollard for herself and as attorney-in-fact for
William W. Pollard

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that they..... executed the same freely and voluntarily.

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

James B. Kalita
Notary Public for Oregon
My Commission expires 12-25-82

EXHIBIT "B"

18081

LOCATION

PORTIONS OF ACCESS ROAD
CONTAINED IN

SE 1/4 SEC 4
NE 1/4 SEC 4

OWNED BY

GIENGER ENT
HENRY WOLFF
LAVENA SMITH

FOREST SERVICE ROAD TO
SPRAGUE RIVER HWY

NE 1/4 SEC 4

SE 1/4 SEC 4

Parcel
#1

Parcel
#2

Parcel
#3

SEC 4

SEC 9

Return: W.W. Pollard
Box 341
Chiloquin, Or. 97624

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 10th day
of Sept. A.D., 19 90 at 12:08 o'clock P. M., and duly recorded in Vol. M90,
on Page 18079
of _____ Deeds

Evelyn Biehn - County Clerk
By Pauline Mueller

FEE \$38.00