

EASEMENT

200 MAY 11 11:11 AM
 The Grantor, Redding Foundation, a California Non-profit Corporation, in consideration of Two Thousand Nine Hundred Fifteen Dollars (\$2,915.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto Brent Owen, K.D. Hawkins, Walter Crandell and David Deininger, herein called "Grantee", its successors and assigns, a permanent, nonexclusive, nondivisible, easement, twenty (20) feet wide, over and along existing roads for access, ingress, egress, regress upon, over, and across Grantor land described as follows:

Township 30 South, Range 9 East of the Willamette Meridian:

Parcel 1:

Section 8: S $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 9: S $\frac{1}{2}$ SW $\frac{1}{4}$

Section 16: W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 17: E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

Parcel 2:

Section 16: NW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 17: E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

Parcel 3:

Section 17: SW $\frac{1}{4}$ SW $\frac{1}{4}$

Section 18: S $\frac{1}{2}$ SE $\frac{1}{4}$

All being in the County of Klamath, State of Oregon

Located generally as shown on "Exhibit A", Attached hereto and by this reference made a part hereof.

Subject, as to said lands, to all matters of public record.

The rights granted herein shall be subject to the following terms and conditions:

1. The easement is conveyed for the purposes of use and maintenance of existing roads and to provide access to and from a 160 acres parcel as described, W $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 15 and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 16, T30S, R9E, W.M., Klamath County, Oregon, and only road traffic directly related to the purpose of recreation and related ranching business is permitted hereunder.
2. Grantor reserves to itself, its successors and assigns, the right at all time and for any purpose to go upon, cross and recross at any place on grade or otherwise, said easement on lands owned by it, EXCEPT that such use by Grantor will not unreasonably interfere with the rights granted herein to Grantee.
3. Grantor reserves the right to grant further rights hereon to third parties, upon such terms it chooses, provided that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted herein.
4. Grantor or Grantee may install gates at their respective property lines at their own expense. The maintenance costs thereof shall be to the account of party installing same; if locked by installing party, keys shall be provided at no cost to other authorized users.
5. Grantor does not guarantee the condition of said road and shall not be responsible for maintenance thereof except as determined necessary by Grantor during Grantor's

Upon recording return to:

Redding Foundation, a California nonprofit corporation
 P.O. Box 990160
 Redding, CA 96099

commercial use thereof. Grantor and Grantee shall share in the maintenance of said roads in proportion their usage and each party using the road for heavy or commercial hauling shall restore the road to its condition as it existed prior to the use and at said party's sole expense.

6. Grantee, by accepting this easement, agrees that he, his successors and assigns, shall indemnify, save and hold harmless, and defend the Grantor from every charge, cost, damage, expense, loss, claim or liability of any kind or nature arising or growing out of this agreement, or out the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee of the Grantee in any manner or out of the exercising of any rights granted by this easement. Each party hereto and their permittees or invitees shall assume all risk arising out of its use of the easement. Grantor shall have no liability for any condition existing thereon.
7. Grantee shall not petition, permit or do anything which may cause or lead to the conversion of this private road to a public way.

The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors and successors and assigns of the parties hereto.

Dated this 9th day of May, 2000.

REDDING FOUNDATION

By [Signature], President
Brent Owen, President

State of Oregon)

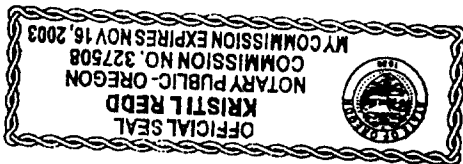
County of Klamath)

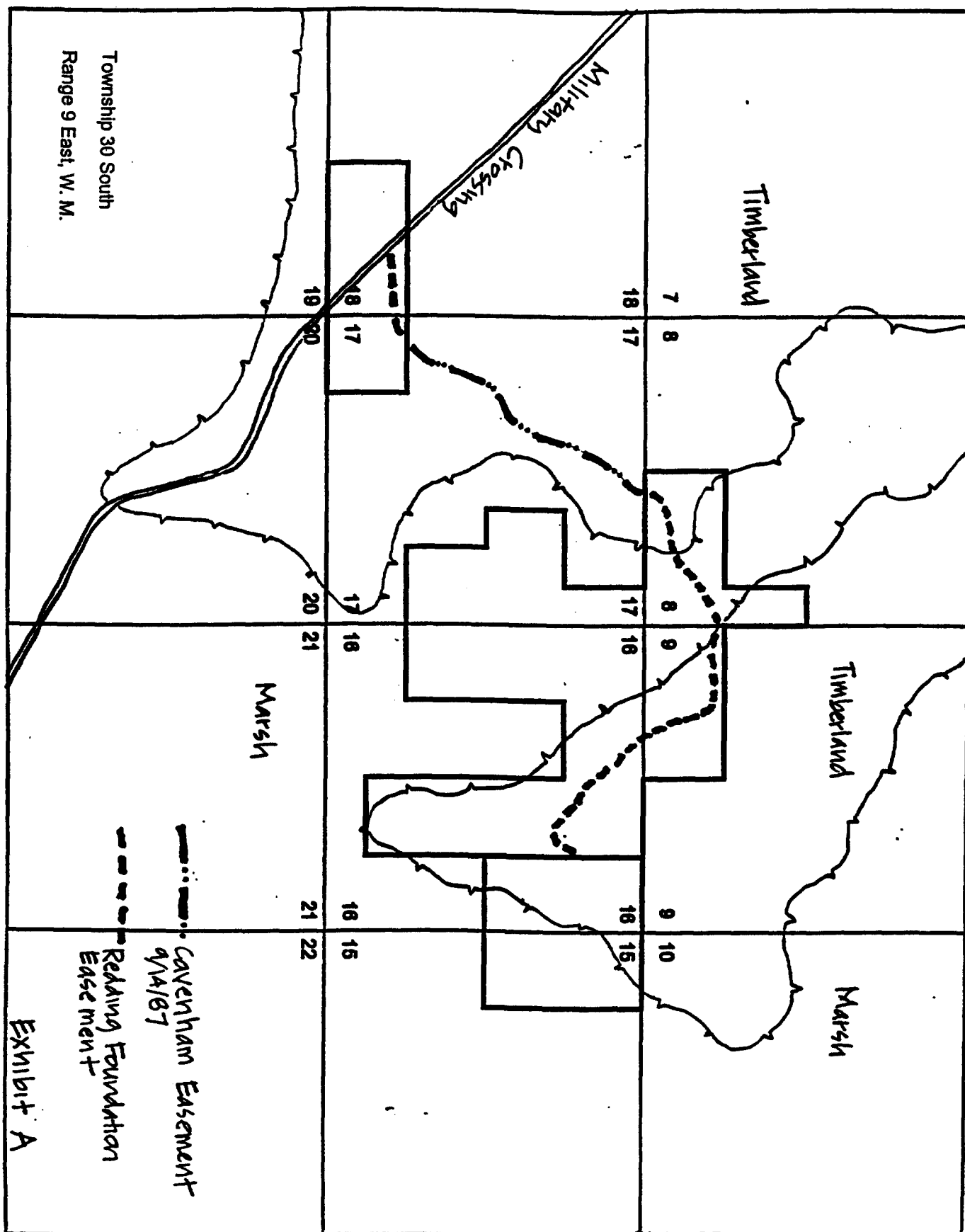
This instrument was acknowledged before me on May 9, 2000 by Brent Owen, President of Redding Foundation, a California nonprofit corporation.

BEFORE ME:

Kristil L. Redd
NOTARY PUBLIC FOR OREGON

My Commission Expires: 11/16/2003





State of Oregon, County of Klamath
Recorded 05/11/00, at 11:14 a.m.
In Vol. M00 Page 17148
Lind Smith,
County Clerk Fee \$ 31.00