

AFTER RECORDING, RETURN TO:

Vol M02 Page 67528

Crown Pacific
P.O. Box 638
Gilchrist, OR 97737

State of Oregon, County of Klamath
Recorded 11/21/2002 1:35 pm.
Vol M02, Pg 67528-30
Linda Smith, County Clerk
Fee \$ 31 # of Pgs 3

'02 NOV 21 PM1:35

EASEMENT

The undersigned CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, ("Grantor") for and in consideration of \$500 and other valuable consideration, hereby grants to Herman F. and Ramona I. Smith ("Grantee") a non-exclusive easement for ingress and egress on an existing road over and across the following described property.

In Township 31 South, Range 7 East, W.M.

Section 16

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, 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 land which Grantee currently owns in, Tax Lots 2200 and 2300, Section 16, T. 31 S., R. 7 E.
2. Grantor reserves to itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross said easement, 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 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 commercial use thereof.
5. Grantor reserves the right to relocate the Roadway at any time and in the case of any such relocation shall reconstruct the roadway at the new location selected by Grantor. If the Roadway is relocated by Grantor, Grantor may record an instrument indicating the general or specific location of the Roadway, and such instrument shall serve to amend this easement and eliminate any rights of Grantee in the original Roadway. Such amendment of the location of the Roadway shall be effective whether or not signed by Grantee.

SMITH EASEMENT - 1

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 of the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee 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 16th day of October, 2002.

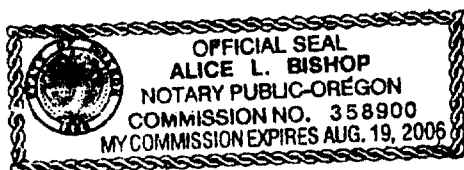
CROWN PACIFIC LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Herb H. Nash
Herb H. Nash

Oregon Division Land & Timber Manager

STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 28th day of October, 2002, by Herb H. Nash of CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership.



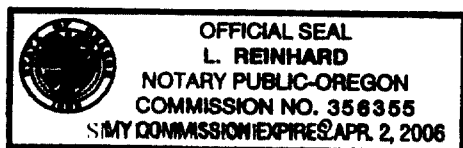
Alice L. Bishop
Notary Public in and for the State of Oregon
My commission expires August 19, 2006

GRANTEE

By: Herman F. Smith
Romona D. Smith Grantee

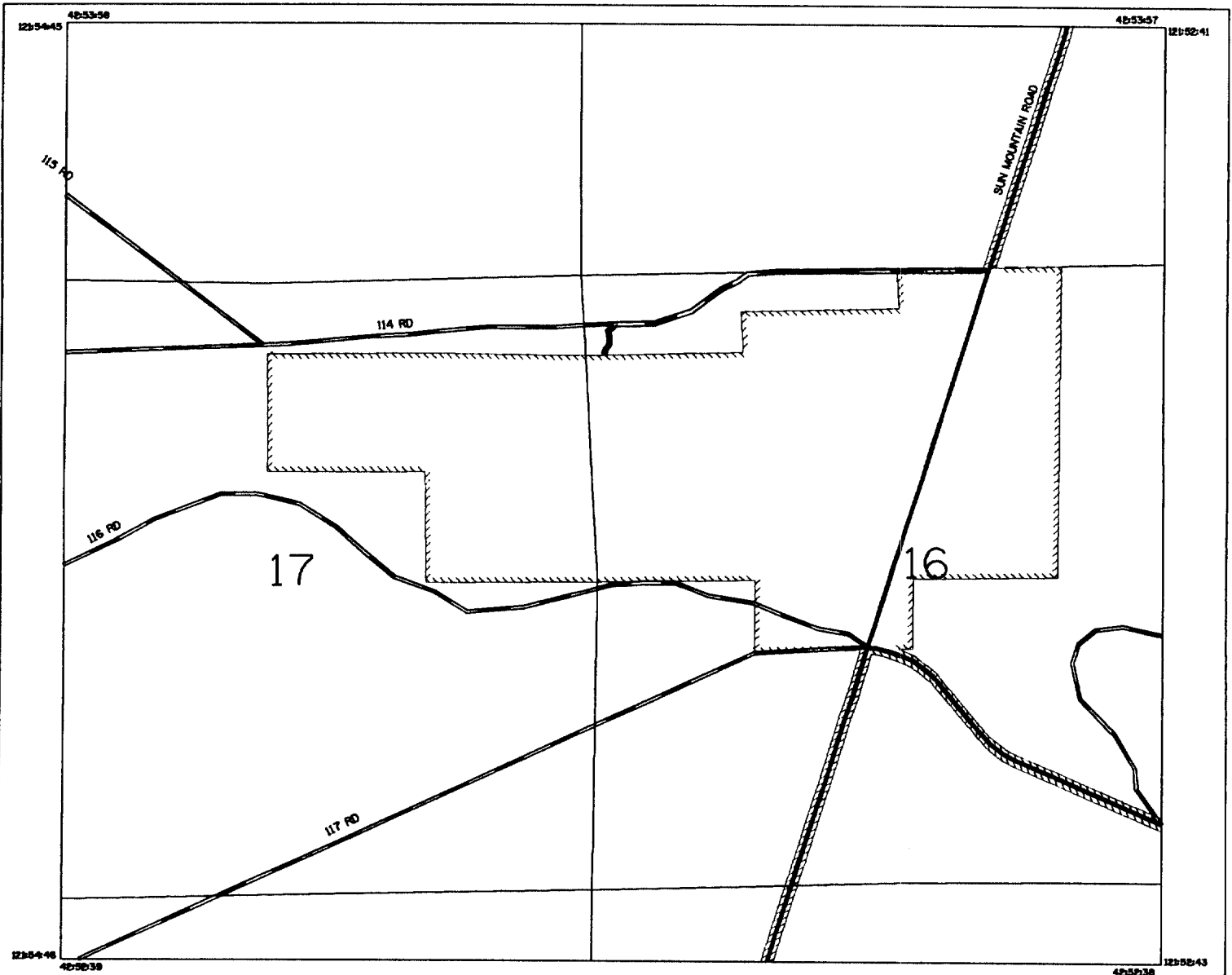
STATE OF OREGON)
) ss.
County of Klamath)

The foregoing instrument was acknowledged before me this 18th day of October, 2002, by Grantee.



[Signature]
Notary Public in and for the State of Oregon
My commission expires April 2, 2006

67530

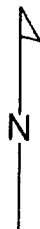


SMITH EASEMENT
B

Lines:
OWNER
PUBLIC-P
FORES-RD
EASEMENT
FOR-INV



Symbols:



Map Type: Road Maintenance

County: Klamath

Unit Name: Sand Creek

Legal: T31S, R07E Sec 16

Prepared By: Doug Thackery

Date: 10/15/02

Scale: 15840

Remark: Easement is from Sun Mtn. Road, 2310 to TL 2200 ' 2300

