

**AFTER RECORDING, PLEASE RETURN TO:**

*pk*  
Philip D. Kippen  
6917 Preston-Fall City Road  
Issaquah, WA. 98027

State of Oregon, County of Klamath  
Recorded 01/28/2003 10:31 a m.  
Vol M03 Pg 05027 - 29  
Linda Smith, County Clerk  
Fee \$ 3.00 # of Pgs 3

**EASEMENT**

The undersigned Connie Jo Gates ("Grantor") hereby grants to Philip D. Kippen and July A. Kippen (Groves) ("Grantee") an exclusive easement, 30 feet in width, for ingress and egress on an existing road over and across the following described property.

*In Township 31 South, Range 7 East, Section 17, Taxlot: 100*

***Easement Located on generally as shown on "Exhibit A" attached hereto.***

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 public access to and from land with Grantee currently owns in, Tax Lot 200, Section 17, T. 31 S., R. 7 E.
2. Grantor reserves to itself, its successors and assigns, the right to at all times and for the 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 Grantors use thereof.
5. 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 said easement. Grantor shall have no liability for any condition existing thereon.

6. 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 13th day of January 2003.

# GRANTOR

Connie Jo Gates:

Connie Jo Gates

STATE OF OREGON )

)ss.

County of JOSEPHINE

The Foregoing instrument was acknowledged before me this 16th day of January, 2003, by Connie Jo Gates.

Larry G Stewart  
Notary Public in and for the State of Oregon

My Commission expires 1-30-2004

# GRANTEE

Philip D. Kippen

By: Philip D. Kippen

July A. Kippen (Groves)

By: July A. Kippen

STATE OF OREGON )

)ss.

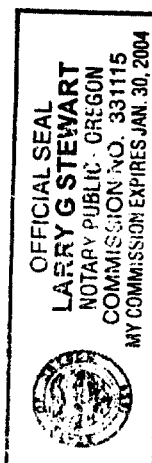
County of JOSEPHINE

The Foregoing instrument was acknowledged before me this 16 day of January, 2003 by Philip D. Kippen and July A. Kippen (Groves).



Larry G Stewart  
Notary Public in and for the State of Oregon

My Commission expires 1-30-2004



Kippen/Groves Easement  
Scott Creek Ranch

Township 31 South, Range 7  
East, Section 17

Not Drawn to Scale



Sec. 17      Sec. 16

Forestry Road 2310

Access Easement over  
Existing Road

Lot 200

Lot 100

05029

Remarks: Kippen (Lot 200) easement across Groves (Lot 100) for  
access to adjoining easement across Forestry Road 2310; granted  
by Crown Pacific and recorded 11/21/2002.