

AFTER RECORDING, RETURN TO:

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

State of Oregon, County of Klamath
Recorded 03/04/2003 11:24 a m.
Vol M03 Pg 13207.09
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

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 Jane Fleischbein and Danny L. Kugler ("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 Lot 1600, 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.

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 26th day of November, 2002.

CROWN PACIFIC LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Herbert 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 27th day of January, 2003, by Herb H. Nash of CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partner

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



OFFICIAL SEAL
ALICE L. BISHOP
NOTARY PUBLIC - OREGON
COMMISSION NO. 358900
MY COMMISSION EXPIRES AUG. 19, 2006

GRANTEE

By: Janet Fleischbein / Danny L. Kugler

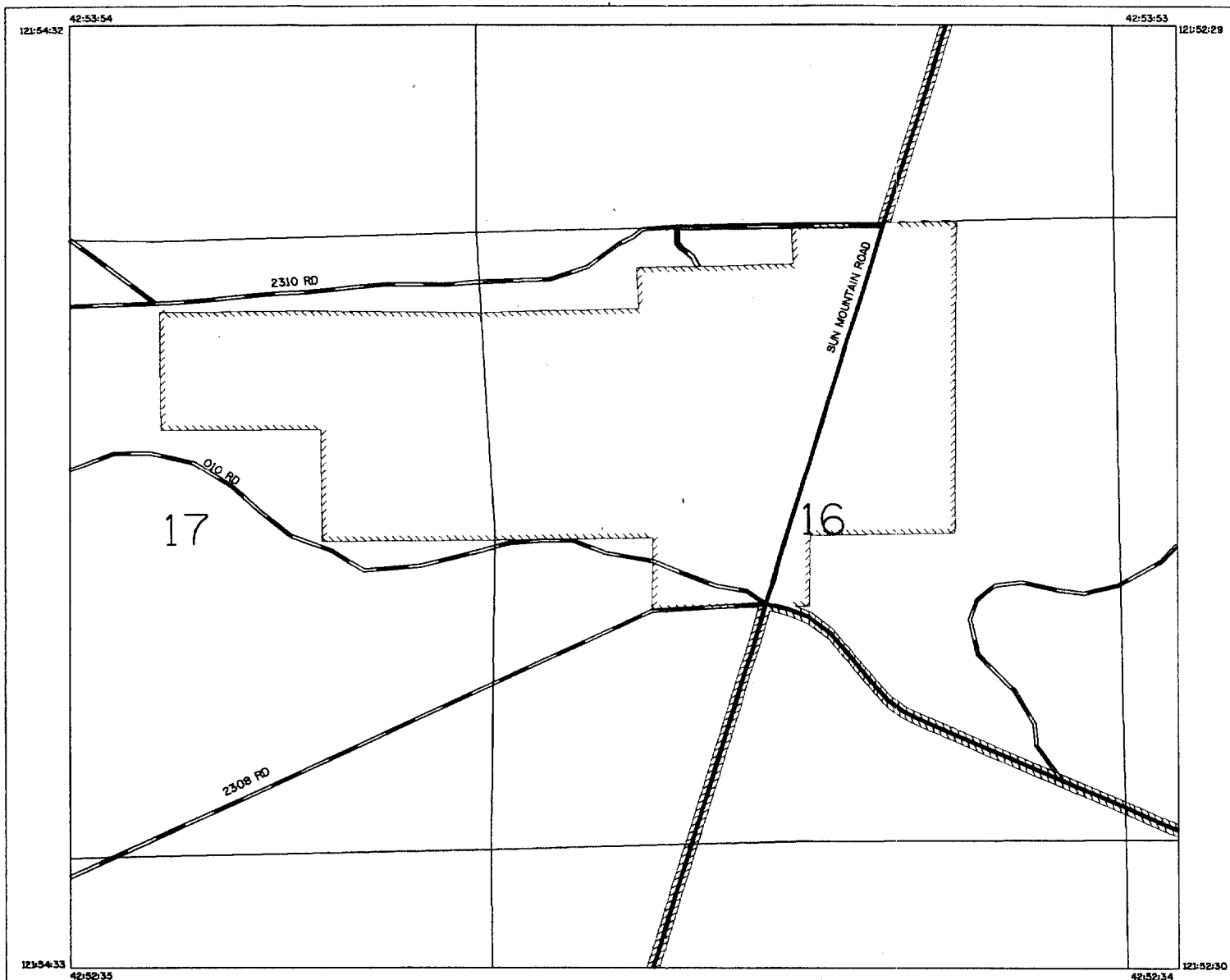
STATE OF OREGON)
) ss.
County of Benton)
~~Klamath~~



OFFICIAL SEAL
SHELLEY BROWNE
NOTARY PUBLIC - OREGON
COMMISSION NO. 324400
MY COMMISSION EXPIRES JUNE 15, 2003

The foregoing instrument was acknowledged before me this 6th day of December, 2002, by Grantee Janet Fleischbein & Danny L. Kugler

Shelley Browne
Notary Public in and for the State of Oregon
My commission expires June 15, 2003



FLEISCHBEIN/KUGLER EASEMENT
Scott Creek Ranch

Lines:

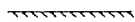
OWNER

PUBLIC-P

FORES-RD

MAINTENANCE

FOR-INV



Easement

Map Type: Road Maintenance

County: Klamath

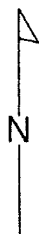
Unit Name: Sand Creek

Legal: T31S, R07E, Sec 16

Prepared By: D. Thackery

Date: 11/26/02

Scale: 15840



Remark: Easement is from Sun Mtn. Road, 2310, to TL 1600

