

AFTER RECORDING, RETURN TO:

State of Oregon, County of Klamath  
Recorded 07/06/2004 2:58 p m  
Vol M04 Pg 44012-14  
Linda Smith, County Clerk  
Fee \$ 3.00 # of Pgs 3

## EASEMENT

'04 JUL 6 PM2:58

The undersigned CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, ("Grantor") for and in consideration of \$500.00 and other valuable consideration, hereby grants to J. Loy & Linda Uding ("Grantee") a non-exclusive easement for ingress and egress on an existing road over and across the following described property.

In Township 25 South, Range 8 East, W.M., Section 5

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, Section 8, T. 25S., R. 8E.
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

cc:  
3/CA Rt: J. Loy Uding

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 1<sup>st</sup> day of July, 2003.

CROWN PACIFIC LIMITED PARTNERSHIP,  
a Delaware limited partnership

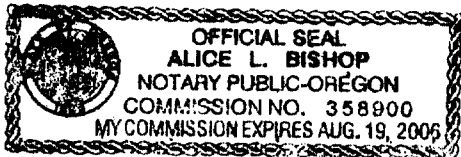
By: Herb H. Nash

Herb H. Nash

Oregon Division Land & Timber Manager

STATE OF OREGON )  
                    Klamath ) ss.  
County of Deschutes )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2003, 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 \_\_\_\_\_

GRANTEE

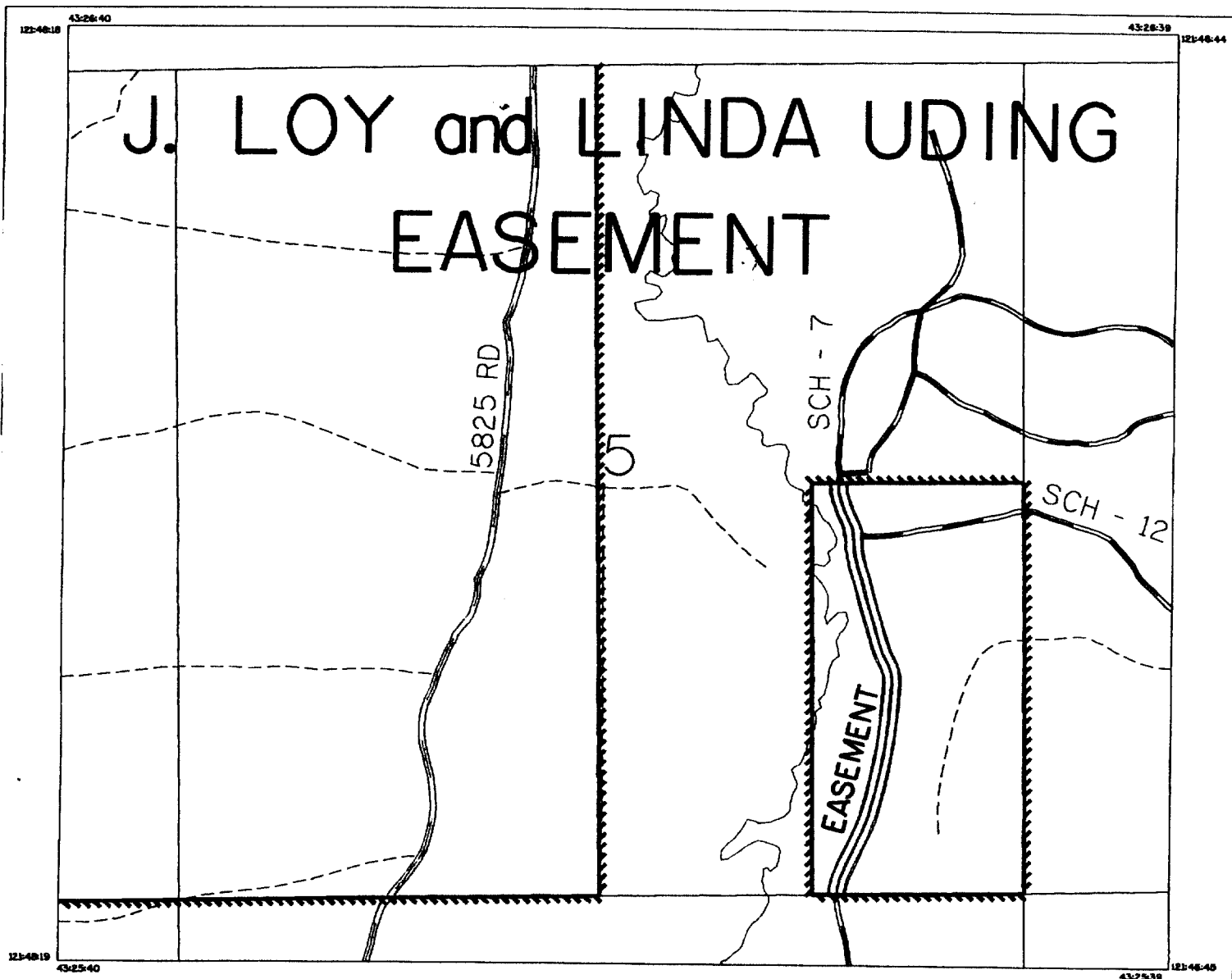
By: Stephen H. Uding Simon A. Uding  
Grantee

STATE OF OREGON )  
                    ) ss.  
County of Deschutes )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 2003, by Grantee





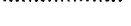
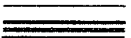
Daniel R Wyatt  
Notary Public in and for the State of Oregon  
My commission expires 4-25-06





Klamath Northern Easement  
J. Loy, Linda Uding

## Lines:

OWNERSHIP   
 FORES-RD   
 MAINLINE   
 FOR-INV   
 PER-STRM   
 EASEMENT 

## Symbols:

Map Type: C

County: Klamath

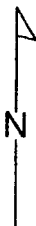
Unit Name: Klamath Northern

Legal: T 25 S, R 08 E, Section 05

Prepared By: TTH

Date: 6/12/03

Scale: 12000



Remark: I