

## EASEMENT

(And Exhibit #2 to Agreement)

1. This agreement dated this 5<sup>th</sup> day of May, 1992, is made between Charles Sauvie and Suzanne Gressel (hereinafter referred to as Grantor) and Sirrah Corporation, a Washington Corporation (hereinafter referred to as Grantee).

2. In consideration of mutual promises made herein and mutual conveyances of easement, Grantor conveys to Grantee, its heirs, successors and assigns, a perpetual, non-exclusive easement to use for ingress and egress the east thirty feet wide of the following described property:

That existing road running from Mabee Mines road in a generally southerly direction through the east 1/2 of the northwest 1/4 of the northeast 1/4; the northeast 1/4 of the northeast 1/4; and the southeast 1/4 of the northeast 1/4; all in section 35, Township 2 North, Range 5 East, of the Willamette Meridian said road continuing on to Grantee's property at the southwest 1/4 of the northeast 1/4 in section 35, Township 2 North, Range 5 East of the Willamette meridian.

Attached as "Exhibit 1" is an aerial photo showing the location of the road.

3. Grantee may use said road only for access to maintain and continue forest practices on the property described in paragraph 8 below and in conjunction with such use may, at its own expense reconstruct and repair said road. Grantee shall give thirty days notice to Grantor prior to any said repair or construction. HOWEVER Grantor reserves the right to use, construct, reconstruct and maintain the road located on the easement strip for purposes of ingress and egress. The parties shall cooperate during periods of joint use so that each parties use shall cause a minimum of interference to the others. During periods of joint use maintenance costs shall be allocated according to use.

4. Grantee shall erect by May 1, 1992, at its own cost, sturdy locking gates to be placed at the entrance to the easement.

5. Grantee agrees to indemnify and defend Grantor from any loss claim or liability arising in any manner out of Grantee's use of the road. If in the course of Grantee's maintenance or use of said road timber, trees, or any other crop is removed or damaged, Grantee shall reimburse Grantor in a sum equal to the fair market value of said damaged property. The damaged party shall not be entitled to treble damages under any statute pertaining to taking of timber if damage as defined under this paragraph occurs if the damage is no greater than that reasonably required to enable grantee to use the road as contemplated by this agreement. Grantee assumes all risk arising out of its use of the road and Grantor shall have no liability to Grantee or others for any condition existing thereon.

6. The easement granted herein is permanent and appurtenant to the land owned by grantee and described below in paragraph 8.

Registered 1  
Indexed, Dir 1  
Indirect 1  
Filed 5/10/92  
Mailed 1

7. This easement is granted subject to all other easements or encumbrances of record.

8. Following is a description of Grantee's property to which this easement is appurtenant:

The Southeast 1/4 of the Southwest 1/4; the West 1/2 of the Southeast 1/4; and the Southwest 1/4 of the Northeast 1/4; All in section 35, Township 2 North, Range 5 East of the Willamette Meridian.

9. Each party shall give advance written notice to the other before it begins any substantial work on the road, or logging, or other projects which involve substantial use of the road.

Grantor,

Grantor,

Charles Sauvie  
Charles Sauvie

Suzanne Gressel  
Suzanne Gressel

Grantee,  
Sirrah Corporation

FILED FOR RECORD  
BY William Day

NA

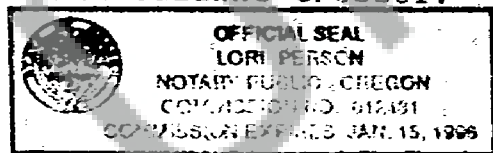
By: Eugene F. Harris, Jr.  
Eugene F. Harris, Jr., President

MAY 11 4 11 PM '92  
J. Lowry  
GARY OLSON

MAY 3  
NA  
JW Dwyer

State of Oregon, County of Multnomah ) ss.

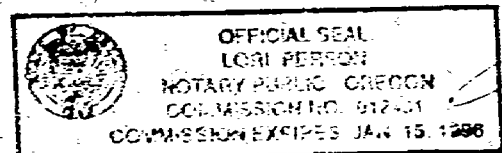
This instrument was acknowledged before me on May 5, 1992, by Charles Sauvie and Suzanne Gressel.



Lori Person  
Notary Public for Oregon  
Commission Expires: 1-15-96

OREGON  
State of ~~Washington~~, County of ~~Clark~~ Multnomah ) ss.

This instrument was acknowledged before me on May 4, 1992, by Eugene F. Harris, Jr. as President of Sirrah Corporation.



Lori Person  
Notary public for ~~Washington~~ Oregon  
Commission Expires: 1-15-96



7-29-88

14,000

12

SV88

85-202



1' 31" W 2629.12

1314.56

656.24

656.23

N 87° 50' 16" W 262

300

200

This map does not purport to show all high-way, road or easement affecting the property: No liability is assumed for verification in dimension and location.

# COURTESY OF CLARK COUNTY TITLE

APPROX. EASEMENT ROAD SAMUEL Gressell to SIRRATH

1313.93

657.93

1302

1315.20

N 0° 42' 38" E

MABEE MINES ROAD

1805.38

2631.73

N 89° 01' 23" W 2627.29  
1313.65

1317.96

2635.92

CR.

700

800

900

1314.53

1305.93

CANYON

N 89° 23' 49" W

1314.75

1305.94

1297.36

1297.35

SIRRATH

EASEMENT - SIRRATH TO SAMUEL GRESSELL

1323.9

201

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Registered	<u>1</u>
Indexed, Dir	<u>1</u>
Indirect	<u>1</u>
Filed	<u>5/14/92</u>
Mailed	

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Grantor,

Charles Sauvie  
Charles Sauvie

Suzanne Gressel  
Suzanne Gressel

Grantee,  
Sirrah Corporation

FILED FOR RECORD  
SIRRAH CORP  
BY William Day

NA

By: Eugene F. Harris, Jr.  
Eugene F. Harris, Jr., President

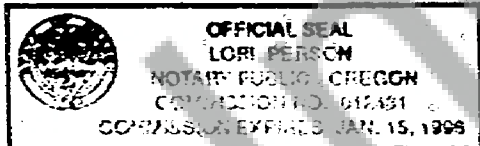
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P. Lawry  
GARY OLSON

NA

JW Dwyer

State of Oregon, County of Multnomah ) ss.

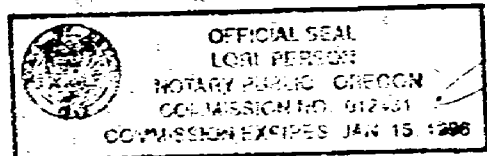
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Lori Person  
Notary Public for Oregon  
Commission Expires: 1-15-96

~~State of Washington, County of Clark~~ ) ss.

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Lori Person  
Notary public for ~~Washington~~ Oregon  
Commission Expires: 1-15-96



NOV 11 1988

RECEIVED  
FBI - NEW YORK

7-29-88 14,000 12

5/88

85-202



1-31" W 2629.12

1314.56

656.24

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N 89° 23' 49" W

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2644.44

1297.38

SIRRAT

EASEMENT - SIRRAT  
TO SAMUE GRESSELL

W  
2