

113547

BOOK 128 PAGE 729

EASEMENT

(And Exhibit #1 to Agreement)

Registered  
Indexed, h  
Indirect  
Filed 5/22/92  
Mailed

1. This agreement dated this 5<sup>th</sup> day of May, 1992, is made between Sirrah Corporation, a Washington Corporation (hereinafter referred to as Grantor) and Charles Sauvie and Suzanne Gressel (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 a strip of land thirty feet wide the centerline of which is located in the middle of the now existing road, which said road runs from approximately the northeast corner to the middle of the south border of the following described property:

The southwest quarter of the southeast quarter of section  
35 Township 2 North, Range 5 East, of the Willamette Meridian.

Attached as Exhibits is an aerial photo and a map showing the location of the existing road.

3. Grantee may use the easement strip for road uses only for access to the property described in paragraph 9 below and in conjunction with such use may construct, reconstruct and repair a road thereon. Grantee shall be allocated the expense of maintaining said road to the extent Grantee uses the road. HOWEVER Grantor reserves the right to use, construct, reconstruct and maintain the road located on the easement strip. 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. Grantor shall erect by May 1, 1992, at its own cost, sturdy locking gates to be placed at the southern most point of 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 easement strip. If in the course of Grantee's construction or maintenance 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 or other statutory damages or costs if damage as defined under this paragraph occurs if the damage is no greater than that required to enable grantee to use the road as contemplated by this easement. Grantee assumes all risk arising out of its use of the easement strip and Grantor shall have no liability to Grantee or others for any condition existing thereon.

6. It is presumed by the parties that the easement granted herein directly connects from Grantors property to Grantees property at approximately the northern most point of the easement. If in fact the road traverses a third parties property, Grantee shall grant an easement thirty feet wide from a point starting at the northern most point of the easement and continuing north along Grantors eastern boundary until reaching a point adjacent to Grantee's property as described in paragraph 9 below.

PROVIDED, that if a new easement is granted under this paragraph, Grantee shall continue to be bound by all provisions of this agreement just as if the new grant of easement had been the original grant of easement.

EXCEPTING that if a new grant is required under this paragraph, Grantee shall bear all costs of relocating any road.

7. The easement granted herein is permanent and appurtenant to the land owned by grantee and described below in paragraph 9.

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

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

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

10. 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,  
Sirrah Corporation

NA  
REAL ESTATE EXCISE TAX FILED FOR RECORD  
BY Donna Wallace

MAY 20 1992

By:

*Eugene F. Harris, Jr.*  
Eugene F. Harris, Jr., President

NA  
SALMON COUNTY TREASURER

MAY 18 4 38 PM '92

*Gary H. Olson*  
GARY H. OLSON

Grantee,

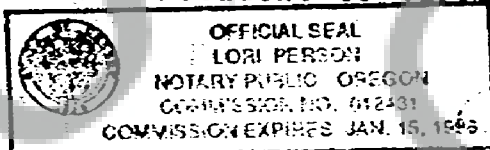
Grantee,

*Charles Sauvie*  
Charles Sauvie

*Suzanne Gressel*  
Suzanne Gressel

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

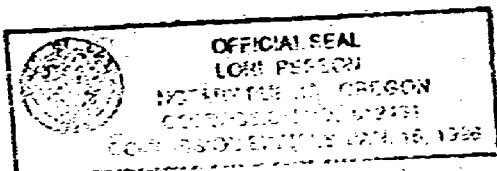
This instrument was acknowledged before me on May 4, 1992, by Eugene F. Harris, Jr. as President of Sirrah Corporation.



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

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





1'er" W 2629.12

N 87° 50' 16" W 262

1314.56

656.24

656.23

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  
SAUNE/GUSSELL  
TO SIMRAH

1315.20

N 0° 42' 38" E

MABEE  
MINES  
ROAD

N 89° 01' 23" W 2627.29  
1313.65

1805.38

2631.73

1305.93 N 0° 43' 50" E

2624.87

1305.94

2635.92

1317.96

1302.91

1302.91

1297.38

1297.38

1297.38

1297.38

1297.38

1297.38

1297.38

800

900

H-5111 50' 12" 50' W

CANYON

N 89° 23' 49" W  
1318.73

SIRRAH

SIRRAH TO  
SAUNE/GUSSELL

W 89°