

99697

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E A S E M E N T

KNOW ALL MEN BY THESE PRESENTS, That CROWN ZELLERBACH CORPORATION, a Nevada corporation, hereinafter called the "Grantor", for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to WADE CRAWFORD and IDA M. CRAWFORD, husband and wife, Star Route, Chiloquin, Oregon, hereinafter called the "Grantee" a permanent easement on a strip of land 21 feet in width for a right of way for an irrigation ditch situated in the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 17, Township 31 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, said strip of land being 10.5 feet in width on each side of the center line indicated by "red" coloring and marked "Proposed Ditch Line No. 1" on the schematic drawing, marked "Exhibit A," attached hereto and by this reference made a part hereof.

Said easement rights shall exist for so long as said premises are used for the purposes stated herein; provided, however, that in the event said premises are not used for said purposes, or in the event the Grantee abandons said easement rights as evidenced by non-use thereof for a continuous period of three (3) years, said easement rights shall cease forthwith, without affirmative acts whatsoever on the part of the Grantor.

TO HAVE AND TO HOLD the above-described and granted rights unto the Grantee, his heirs and assigns, forever, subject to the limitations and conditions set forth herein.

By accepting this Easement, the Grantee hereby agrees to and with the Grantor, its successors and assigns as follows:

1. CONSIDERATION: The Grantee shall pay the Grantor One Hundred (\$100.00) Dollars upon execution of this agreement.

2. PAYMENT FOR TIMBER: Prior to removal of timber on the easement, Grantee will pay the agreed value of the timber located thereon, which is Ninety Three and 60/100 (\$93.60) Dollars.

3. ACCESS AND CROSSING: The Grantor reserves the right to cross the easement area and agrees further that it will repair any damage directly caused by such crossing.

4. INDEMNITY: Except as noted in Paragraph 3 above, Grantee will maintain the Easement at his own expense and will save and hold harmless the Corporation, its successors or assigns, from any liability whatsoever, occasioned by Grantee's use of the said ditch.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed this 10th day of November, 1960, by its duly authorized officers as below subscribed.

CROWN ZELLERBACH CORPORATION

By

Attest

STATE OF CALIFORNIA

City and County of San Francisco

ss

On this 10th day of November, 1960, before me appeared O. D. Hollin and Francis M. Barnes

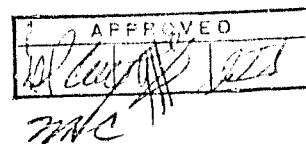
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both to me personally known, who being duly sworn did say that he,
the said D. W. Hallin is the Vice President
and he, the said Francis M. Barnes is the Assistant
Secretary of CROWN ZELLERBACH CORPORATION, the
within named corporation, and that the seal affixed to said instru-
ment is the corporate seal of said corporation and that the said
instrument was signed and sealed in behalf of said corporation by
authority of its Board of Directors, and said D. W. Hallin
and Francis M. Barnes
acknowledged said instrument to be the free act and deed of said
corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my official seal, this the day and year in this, my certifi-
cate, first written.

NOTARY PUBLIC in and for the City & County
of San Francisco, State of California.
My Commission Expires January 11, 1961

Geraldine L. Coughlin
Notary Public in and for the City and
County of San Francisco, State of
California.
My Commission expires: _____



Approved as to form:
PHILLIPS COUGHLIN, BUELL & PHILLIPS

By [Signature]

- Easement

Form No. T-65

FLAT OF AREA DESCRIBED IN

908

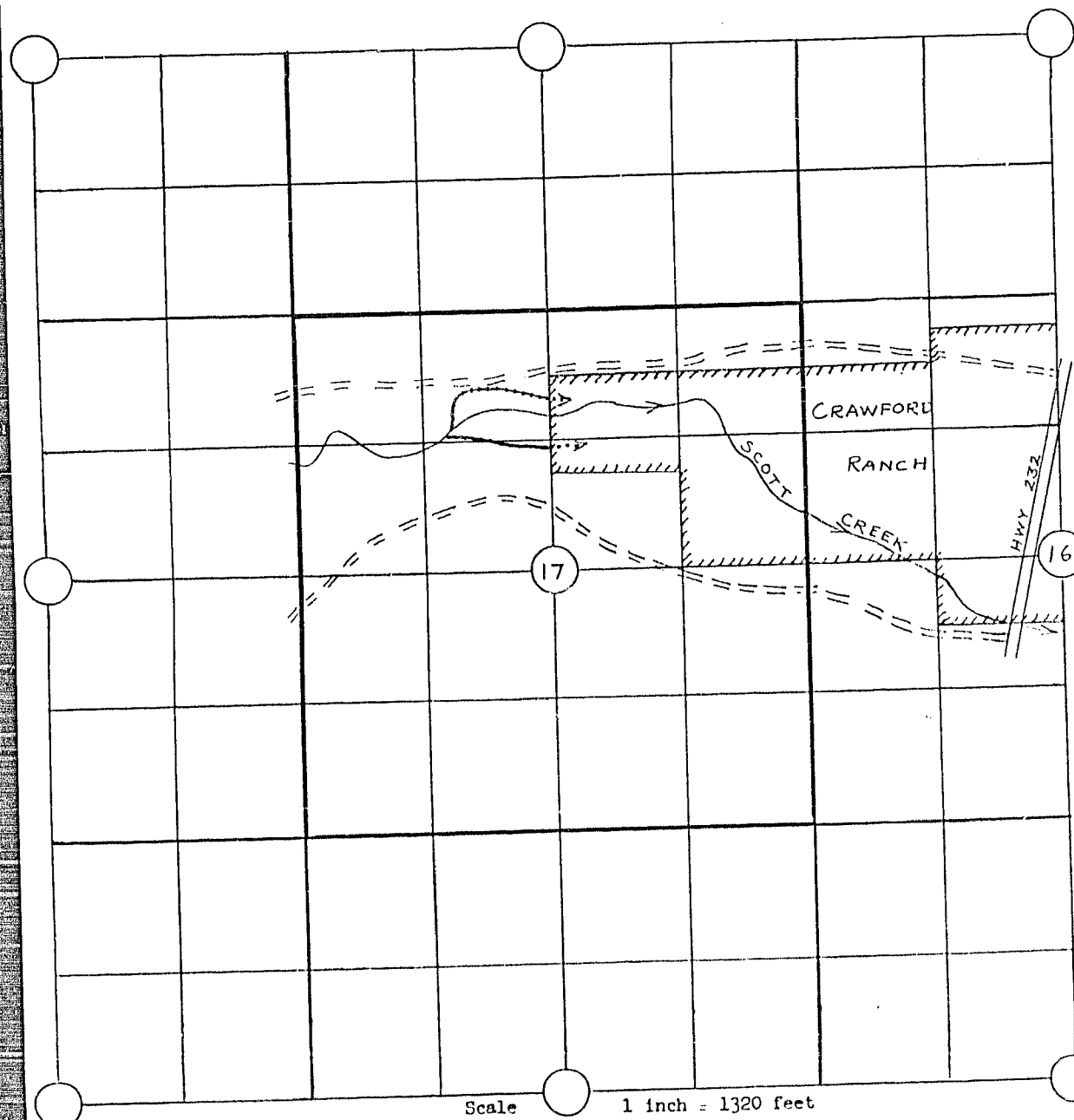
- ☐ Logging Contract
☐ Construction Contract
☐ Road Use Agreement

- ☐ Timber Purchase Agreement
☒ Easement and/or Right-of-Way Agreement
☐ Other (Specify) _____

Crown Zellerbach Corporation
TIMBER DEPT.

With WADE CRAWFORD
Twp. 31 S Rge. 7 E

Division MAZAMA
Date AUG 24 1960



Land Operations
(Irrigation)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU
OFFICE OF INDIAN AFFAIRS
FIELD SERVICE
Klamath Indian Agency
Klamath Agency, Oregon

November 7, 1955

Mr. Wade Crawford
Chiloquin, Oregon

Box 9 Star Rte

Dear Mr. Crawford:

This letter is in reply to your verbal request as to the status of the following described land: NW/4-NE/4, S/2-NE/4-NW/4, S/2-N/2-NE/4-NW/4, S/2-NW/4-NW/4, N/2-SE/4-SW/4 Sec. 16 and S/2-NE/4-NE/4, S/2-NW/4-NE/4, N/2-N/2-SW/4-NE/4 Sec. 17 and SW/4-NE/4, S/2-NW/4 Sec. 16 and SE/4-NE/4 Sec. 17, all in Twp. 31 S., R. 7 E., W.M., Oregon, which you own and which Scott Creek flows through.

The above described lands are not under the Sand Creek Irrigation Project which includes the water from Sand Creek and Scott Creek and in fee status.

Sincerely yours,

A. W. Galbraith
Allan W. Galbraith
Superintendent

July 8, 1964

I hereby certify that according to the records of this office the above-described lands are not under the Sand Creek Irrigation Project as now designated which includes the waters of Sand Creek and Scott Creek.

R. D. Hoetz
Area Director

STATE OF OREGON; COUNTY OF KLAMATH; et

Filed for record at request of Wade Crawford
this 16 day of August A.D. 19 65 at 2:00 o'clock P.M., and
only recorded in Vol. E-65, of Deeds on Page 905
DOROTHY ROGERS, County Clerk
Fee \$7.50
36 *Wade Crawford*