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K-42958

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RAILROAD EASEMENT AGREEMENT  
(Crown Pacific (Oregon))

This RAILROAD EASEMENT AGREEMENT (this "Agreement") is made as of this 4<sup>th</sup> day of October, 1991, by and between CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, an Oregon limited partnership ("CPO"), and CROWN PACIFIC RAILROAD, INC., an Oregon corporation ("CPR").

Recital:

A. CPO desires to grant to CPR an easement over the real property located in Klamath County, Oregon, described on the attached Exhibit A (the "CPO Property") on the terms and conditions contained in this Agreement, and CPR desires to accept such grant on these terms and conditions.

Agreements:

NOW, THEREFORE, in consideration of the foregoing and the covenants contained in this Agreement, the parties hereby agree as follows:

1. Grant of Easement. CPO hereby creates, grants, and conveys to CPR an exclusive, perpetual easement (the "Easement") over the area lying within 50 feet on either side of the center line of the existing railroad tracks formerly operated by the Klamath Northern Railway Company (the "Easement Area") for the use of CPR and its employees, agents, and contractors for the purpose of operating a railroad right of way and for the maintenance and repair of the Easement Area. The Easement is granted as a benefit to CPR and its successors and assigns and as a burden of the CPO Property owned by CPO and its successors and assigns.

2. Liability; Indemnification. CPO shall not be liable to CPR for any loss or damage arising out of the use of the Easement Area by CPR or its employees, agents, or contractors. CPR hereby agrees to indemnify and hold harmless CPO and its successors and assigns from any and all claims, losses, liabilities, or expenses arising from the use of the Easement Area by CPR or its employees, agents, or contractors.

3. Maintenance and Repair. CPR shall have the sole obligation to maintain, repair, and preserve in a safe condition the Easement Area in a prompt, diligent, and regular manner at its cost and expense.

4. Remedies. In the event one of the parties fails to perform its obligations under this Agreement, the other party shall be entitled to require specific performance of such obligation, to obtain appropriate injunctive relief, or to pursue any other remedy available at law or in equity.

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5. Covenants and Easement to Run with Land. Each covenant and easement made or granted pursuant to this Agreement shall be permanent and shall run with the land as to all property benefitted and burdened by such covenant and easement, including any partition or division of such property. The rights, covenants, and obligations contained in this Agreement shall bind, burden, and benefit CPO and CPR and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deed of trust.

6. General Provisions.

6.1 Amendment. This Agreement may be modified or amended only upon the execution of a written instrument by both of the parties.

6.2 Further Instruments. Each of the parties hereto shall execute, acknowledge, and deliver any documents or instruments necessary to carry out the purposes of this Agreement.

6.3 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing executed by the party to be bound. No delay or omission in the exercise of any power, remedy, or right under this Agreement by a party shall impair or affect the right of such party thereafter to exercise the same.

6.4 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Railroad Easement Agreement as of the date first set forth above.

CPO:

CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP, an Oregon limited partnership

By: CROWN PACIFIC, LTD., its General Partner

By: Roger L. Krage

Roger L. Krage, Secretary

CPR:

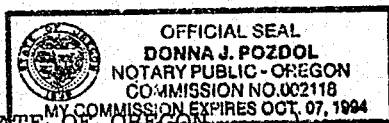
CROWN PACIFIC RAILROAD, INC., an Oregon corporation

By: Roger L. Krage

Roger L. Krage, Secretary

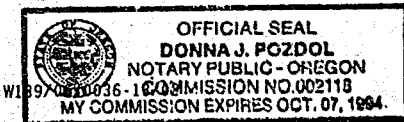
STATE OF OREGON )  
 ) ss.  
County of Multnomah )

this 2nd day of October, 1991 by Roger L. Krage, who is the Secretary of Crown Pacific, Ltd., an Oregon corporation, on behalf of the corporation in its capacity as the General Partner of Crown Pacific (Oregon) Limited Partnership.



STATE OF OREGON ) ss.  
County of Multnomah )

this 2nd day of October, 1991, by Roger L. Krage, who is the Secretary of Crown Pacific Railroad, Inc., an Oregon corporation, on behalf of the corporation.



Donna J. Pozdol  
Notary Public for Oregon

My Commission Expires: 10/07/94

Donna J. Pozdol  
Notary Public for Oregon

My Commission Expires: 10/07/94

## EXHIBIT A

[Crown Pacific (Oregon) to Crown Pacific Railroad]

The following described real property situated in Klamath County,  
Oregon.

Township 24 South, Range 8 East, W.M.

Section 25  
Section 36

Township 24 South, Range 9 East, W.M.

Section 19  
Section 30  
Section 31

Township 25 South, Range 8 East, W.M.

Section 2  
Section 10  
Section 11  
Section 15  
Section 16  
Section 17  
Section 20  
Section 31

ew\rsb\crown\gilchrist\exhibitA.CBC

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 4th day  
of Oct. A.D., 19 91 at 2:48 o'clock P M., and duly recorded in Vol. M91,  
of Deeds on Page 20436.

Evelyn Biehn - County Clerk

By Dorlene Muelender

FEE \$43.00