

87435

Vol. 1994 Page 27925

K-45504
EASEMENT

Dated: September 1, 1994

From: CROWN PACIFIC (OREGON) LIMITED PARTNERSHIP,
an Oregon limited partnership ("Crown")

To: GARY D. CLAPSHAW ("Clapshaw")

For good and valuable consideration, Crown hereby grants an easement to Clapshaw, as follows:

1. IDENTIFICATION OF PROPERTIES.

1.1 Crown owns the real property which is more particularly described on the attached EXHIBIT A (the "Crown Parcel").

1.2 Clapshaw owns the real property which is more particularly described on the attached EXHIBIT B (the "Clapshaw Parcel").

1.3 The northerly boundary of the Clapshaw Parcel abuts a portion of the southerly boundary of the Crown Parcel, and the Crown Parcel is located between the Clapshaw Parcel and that certain public road commonly known to the parties as "Crescent Cutoff Road." The Clapshaw Parcel and the Crown Parcel are sometimes referred to collectively as the "Parcels" or individually as a "Parcel."

1.4 The relationship of the Clapshaw Parcel and the Crown Parcel is depicted on the map which is attached as EXHIBIT C (the "Attached Map"), which is intended only as a helpful quick reference and not as a definitive legal description of either parcel or any portion of either of the Parcels or of any other real property.

2. GRANT, NATURE AND PURPOSE OF EASEMENT.

2.1 Crown grants Clapshaw an easement (the "Easement") over the Crown Parcel for access and utility service purposes.

2.2 The purpose of the Easement is to provide the Clapshaw Parcel with utility service and access to and from Crescent Cutoff Road (the "Public Road") which abuts the northerly boundary of the Crown Parcel.

3. TYPE OF EASEMENT (BENEFIT AND/OR APPURTENANCE).

3.1 The Easement is appurtenant to the Clapshaw Parcel.

3.2 The Easement is for the benefit of all or any portion of the Clapshaw Parcel and all owners or lawful users of all

or any portion of the Clapshaw Parcel, including, without limitation Clapshaw, its employees, independent contractors, guests and invitees, except as otherwise provided in this document.

4. **USE OF EASEMENT.** The Easement may be used to provide pedestrian, vehicular and utility service access between the Clapshaw Parcel and the Public Road over, under, across and through the Crown Parcel, subject only to such restrictions as may be specified in this document.

5. **LOCATION OF EASEMENT.** The Easement shall be located over that portion of the Crown Parcel which is more particularly described on the attached EXHIBIT D (the "Easement Strip").

6. **CONSIDERATION FOR EASEMENT.** Upon or prior to execution of this document, Clapshaw has paid Crown the sum of \$100 (the "Basic Consideration"), the receipt of which is hereby acknowledged by Crown, which shall be the total consideration to be paid for the Easement, except as otherwise provided in this document.

7. **DURATION OF EASEMENT.**

7.1 The Easement shall be perpetual and may be terminated only as expressly provided for in this document.

7.2 The Easement may be terminated only by an instrument in writing signed by all of the beneficiaries of the Easement and duly recorded in the records of the county in which the Clapshaw Parcel is located. The Easement shall not be terminated by failure of purpose, lack of use, or change of circumstance, except as and to the extent otherwise provided in this document.

8. **CONSTRUCTION, MAINTENANCE AND REPAIR.** Clapshaw shall have the right to construct, install, maintain and repair such roadways, utility lines and other improvements on or under the Easement Strip as may be necessary or convenient for the use and enjoyment of the Clapshaw Parcel from time to time. However, prior to severing any timber in order to use or develop the Easement Strip, Clapshaw agrees to provide notice and a reasonable opportunity to Crown to remove the timber.

9. **REMEDIES ON DEFAULT.**

9.1 In the event of either party's breach of any of the provisions of this document, the other party shall have all rights and remedies provided by law or in equity, except as otherwise provided in this document.

9.2 Both parties waive the right to termination of the Easement, except as otherwise provided in this document.

10. **TITLE MATTERS.** Except as otherwise provided in this document, each party represents and warrants, for the benefit of the other, that it will protect and defend the rights of the other under the terms of this document against the claims of all third parties.

11. **GENERAL PROVISIONS.**

11.1 **Attorney Fees.** In the event action is instituted to enforce any term of this Easement and with respect to any claim plead and decided in any such action, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

11.2 **Notices.** All notices and communications in connection with this Easement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party at the address first set forth above. Any notice so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Easement.

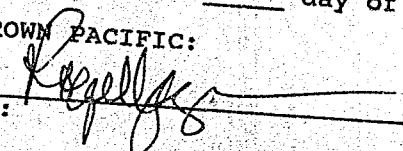
11.3 **Successors and assigns.** This Easement shall be binding on and inure to the benefit of each of the parties to this Easement and their respective successors and assigns.

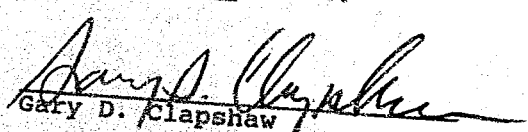
11.4 **Nonwaiver.** Neither party shall be deemed to have waived any rights under this Easement unless such waiver is in writing and signed by the waiving party. A waiver by any party of a breach of a provision of this Easement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by a party to pursue any remedy shall not exclude pursuit of any other remedy.

IN WITNESS WHEREOF, the parties have executed the foregoing on the date first written above.

Executed this 1st day of September, 1994.

CROWN PACIFIC:

By: 


Gary D. Clapshaw

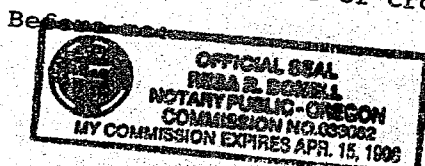
STATE OF OREGON

County of Multnomah Washington

) ss.

27928

Personally appeared the above named August 18, 1994
acknowledged that he is the Roger L. Krage who
and acknowledged that he has the authority to execute this
agreement on behalf of Crown Pacific.



Rosa L. Boxell
Notary Public for Oregon
My commission expires: 04/15/98

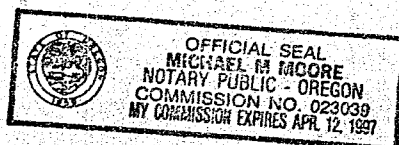
STATE OF OREGON

County of Washington

) ss.

Personally appeared the above named September 1, 1994
acknowledged the foregoing instrument to be his voluntary
act and deed.

Before me:



Michael M. Moore
Notary Public for Oregon
My commission expires: 4-12-97

20392

TOWNSHIP 24 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- 25: Entire Section
- 35: S|S|
- 36: Entire Section

TOWNSHIP 24 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN

SECTION

- 1: Entire Section
- 2: E|E|
- 11: E|NE|
- 12: NE|NE|, W|NE|, NW|, N|SW|, N|SW|SW|, SW|SW|SW|, N|SE|SW|SW|, SW|SE|SW|SW|, N|NE|SE|SW|, NW|SE|SW|, NW|SW|SE|SW|
- 13: NE|, S|NW|, S|
- 14: SE|
- 19: S| Lot 3, Lot 4, SE|SW|, S|SE|
- 20: E|, N|NW|, SW|NW|, SE|SW|
- 22: E|, S|NW|, SW|
- 23: N|, E|SW|, SE|
- 24: Entire Section
- 25: NE|NE|, N|NW|, SW|NW| and
Beginning at a point 1220.0 feet West of the Southeast corner of the NE| of said Section 25; thence North 436.0 feet; thence West 100.0 feet to the West line of the SE|NE| of said Section 25; thence North along said West line 884.0 feet, more or less, to the Northwest corner of said SE|NE|; thence East 440.0 feet; thence South 1320.0 feet, more or less, to the South line of said NE|, thence West along said South line 340 feet, more or less, to the point of beginning. EXCEPTING portion in Odell-Crescent County Road.
- 26: NE|, E|NW|, S|SW|NW|
- 27: NW|, S|
- 28: NW|SW|, S|S|, NE|SE|
- 29: Entire Section
- 30: Entire Section
- 31: Entire Section
- 32: E|NE|, NW|NE|, W|, NE|SE|
- 33: N|NE|, SW|NE|, W|, W|SE|, SE|SE|
- 34: N|NE|, SW|SW|
- 36: S|N| West of Hwy. 97. LESS 1 acre to Biden. LESS A strip of land containing 1.35 acres described as Parcel #3 in Deed Volume H88 page 4714, Records of Clatsop County, Oregon.

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EXHIBIT A

DESCRIPTION: The South half of the North half (S1/2N1/2) of Section 34, Township 24 South, Range 8 East of the Willamette Meridian, Klamath County, and State of Oregon.

EXHIBIT B

27931

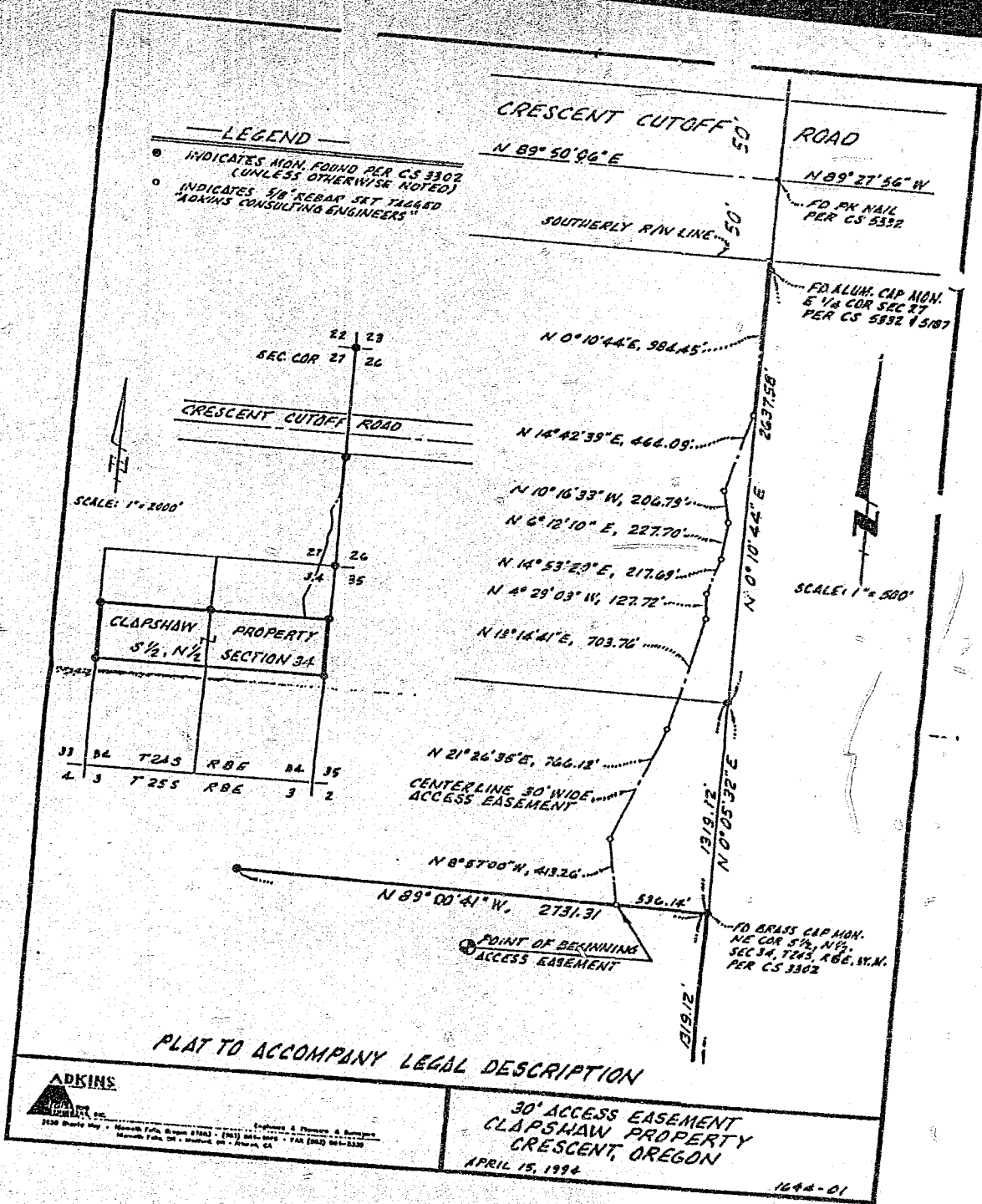


EXHIBIT C



27932

Engineers

Planners

Surveyors

LEGAL DESCRIPTION

ACCESS EASEMENT

BEING PORTIONS OF SECTIONS 27 AND 34, TOWNSHIP 24 SOUTH, RANGE 8 EAST, WILLAMETTE BASE AND MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET WIDE, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH ONE HALF OF THE NORTH ONE HALF OF SAID SECTION 34, AS PER MAP, C.S. 3302, FILED FOR RECORD IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR, SAID POINT BEING DISTANT NORTH $89^{\circ}00'41''$ WEST, 536.14 FEET FROM THE NORTHEAST CORNER OF SAID SOUTH ONE HALF, SAID NORTHEAST CORNER BEING MARKED BY A BRASS CAP MONUMENT TAGGED L.S. 1026, DATED 1980; THENCE LEAVING SAID NORTHERLY LINE
NORTH $8^{\circ}57'00''$ WEST, 413.36 FEET; THENCE
NORTH $21^{\circ}26'35''$ EAST, 766.12 FEET; THENCE
NORTH $13^{\circ}14'41''$ EAST, 703.76 FEET; THENCE
NORTH $4^{\circ}29'03''$ WEST, 127.72 FEET; THENCE
NORTH $14^{\circ}53'20''$ EAST, 217.69 FEET; THENCE
NORTH $6^{\circ}12'10''$ EAST, 227.70 FEET; THENCE
NORTH $10^{\circ}16'33''$ WEST, 206.79 FEET; THENCE
NORTH $14^{\circ}42'39''$ EAST, 464.09 FEET TO A POINT THAT LIES 15.00 FEET WESTERLY MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID SECTION 27; THENCE PARALLEL WITH SAID LINE
NORTH $0^{\circ}10'44''$ EAST, 984.45 FEET MORE OR LESS TO THE TERMINUS OF SAID CENTERLINE IN THE SOUTHERLY RIGHT OF WAY LINE OF THE CRESCENT CUTOFF ROAD AS PER MAP C.S. 5332, FILED FOR RECORD IN THE OFFICE OF SAID KLAMATH COUNTY SURVEYOR.

1644-01

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co
of Sept. A.D., 19 94 at 3:24 o'clock P M., and duly recorded in Vol. M94 day
of Deeds on Page 27925

FEE \$65.00

Evelyn Biehn
By Pauline Miller County Clerk

2950 Shasta Way • Klamath Falls, Oregon 97603 • (503) 884-4666 • FAX (503) 884-5335
Klamath Falls • Medford • Alluras

EXHIBIT D