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#### K-17521 EASEMENT AGREEMENT

Vol<u>mgs</u> Page

THIS EASEMENT AGREEMENT made this <u>9th</u> day of <u>February</u> 1995, by and between CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, hereinafter referred to as GRANTOR, and MARTHA STEEPROW, hereinafter referred to as GRANTEE.

WHEREAS, GRANTOR is the owner of the following described real property:

See Exhibit "A" attached hereto and by this reference incorporated herein.

WHEREAS, GRANTEE is the owner of the following described property:

See Exhibit "B" attached hereto and by this referenced incorporated herein.

WHEREAS, it is necessary to establish a perpetual nonexclusive easement for ingress and egress and utility purposes for installation, use and maintenance, and repair of utilities and a roadway to GRANTEE'S property, and

WHEREAS, the most reasonable location for the easement is across the aforedescribed property of GRANTOR,

THEREFORE, in consideration of the promises and NOW, covenants herein made, GRANTOR hereby grants to GRANTEE a perpetual non-exclusive easement described in Exhibit attached hereto and by this reference incorporated herein, across "C" that property described in Exhibit "A", which easement is for ingress and egress and utility purposes, for installation, use, maintenance and repair of utilities and a roadway, which easement is for the benefit of and appurtenant to the following described DAVID M. JAQUA, P.C.

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#### property:

See Exhibit "B" attached hereto.

The cost of installation and maintenance of the roadway within the easement which provides access to the property described in Exhibit "B" shall be the responsibility of the owner of that property described in Exhibit "A". During the existence of this easement, those holders of an interest in the easement that are responsible for damage to the easement, because of negligence or abnormal use, shall repair the damage at their sole expense.

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GRANTEE shall not cause irreparable or permanent damage to the area of the easement.

GRANTEE and GRANTOR, their successors and assigns, agree to indemnify and hold the other party harmless from any and all liability or damanges of whatsoever kind arising out of their respective use of the easement area and the easement granted herein.

The Recitals hereinabove set forth are made a part hereof by this reference.

The covenants, conditions and terms of this agreement shall constitute a covenant running with the land and shall extend to and be binding upon and inure to the benefit of, as circumstances may require, not only the immediate parties hereto, but also their respective heirs, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, ATTORNEY AT LAW Page 2 - Easement Agreement Redmond, Oregon \$7756 (503) 548-6061

the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. corporation, it has caused its name to be signed and its seal (if If the undersigned is a any) affixed by an officer or other person duly authorized to do so by its board of directors.

IN WITNESS WHEREOF, the parties have executed this agreement

on the date and year last above written. GRANTOR:

CROWN PACIFIC LIMITED PARTNERSHIP, GRANTEE: a Delaware lipited partnership By: Roger L. Rhoge, Secretary of Crown Pacific Management Limited Partnership, its General Steepront MARTHA STEEP STATE OF OREGON County of Multionsh SS:

Personally appeared the above-named Roger L. Krage who being duly sworn, did say that he is the <u>Secretary of \*</u> of CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited 1995. partnership, and acknowledged the foregoing Easement Agreement to be its voluntary act and deed. \* Crown Pacific Management Limited Partnership, the General Partner

QA Notary Public for Oregon My Commission Expires: 04/15/98

OFFICIAL SEAL RESA R. BOXELL NOTARY PUBLIC - OREGON MALISCION NO.033002 MY COM 100

DAVID M. JAQUA, P.C. Page 3 - Easement Agreement P.O. Box 130

Redmond, Oregon 97756 (503) 548-6061

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STATE OF OREGON ) ) ss: County of Deschutes )

a service and a service of

February 9, 1995.

Personally appeared the above-named MARTHA STEEPROW and acknowledged the foregoing Easement Agreement to be her voluntary act and deed.

Before me:

atricim Notary Public for Oregon My Commission Expires:

OFFICIAL SEAL PATECIALEE CUSHLING NOTARY PUBLIC - OREGON COMMISSION NO.012354 MY COMMISSION EXPIRES JAN. 14, 1996

RES:SteeprowEI

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DAVID M. JAQUA, P.C. ATTORNEY AT LAW 1655 West Highland Avenue Page 4 - Easement Agreement P.O. Box 130 Redmond, Oregon 97756 (503) 548-6081

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## EXHIBIT 'A'

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The South Half of the North Half West of Hwy 97 of Section Thirty six (36), Township Twenty four (24) South, Range Eight (8) East of the Willamette Meridian, Klamath County, Oregon. LESS 1 acre to Biden. LESS A strip of land containing 1.35 acres described as Parcel #3 in Deed Volume M88, page 4714, Records of Klamath

# EXHIBIT 'B'

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The Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Thirty (NE (36), Township Twenty four (24) South, Range Eight (8) East of the Willamette Meridian, Klamath County, Oregon.

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## EXHIBIT "C"

The North Sixty feet of the South Half of the Northeast Quarter, West of the Right-of-Way line of the Klamath Northern Railroad and the East Sixty feet of the North Sixty feet of the Southeast Quarter of the Northwest Quarter, all located in Section Thirty Six (36), Quarter, all located in Section, Range Eight (8) East of Township Twenty Four (24) South, Range Eight (8) East of the Willamette Merridan, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH : ss.	$\frac{21st}{300}$ day	ſ
	o'clock A M., and duly recorded in Vol	
Filed for record at request A.D., 19 at	on Page the C Latsch County Clerk	
of feb Deeds	By Dauline Mulundine	
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Return: Klamath County Title Co

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