

21525

AFTER RECORDING, RETURN TO:

Martha Steeprow
1001 S.E. 18th Street, Space #60
Bend, OR 97703

96 JUL 17 P1:49

Vol. 196 Page 21340

THIS EASEMENT AGREEMENT REPLACES THE AGREEMENT PREVIOUSLY RECORDED IN THE KLAMATH COUNTY RECORDS ON FEBRUARY 21, 1996, IN VOLUME 196, PAGE 3436 AND IS BEING RE-RECORDED FOR THE PURPOSE OF CORRECTING THE LEGAL DESCRIPTION CONTAINED IN EXHIBIT C ATTACHED HERETO.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 23rd day of January, 1996, 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 real property described in:

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

WHEREAS, GRANTEE is the owner of the real property described in:

Exhibit "B" attached hereto and by this reference incorporated herein.

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

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

NOW, THEREFORE, in consideration of the promises and covenants herein made, GRANTOR hereby grants to GRANTEE a perpetual non-exclusive easement described in Exhibit "C" attached hereto and by this reference incorporated herein, across that property described in Exhibit "A", for ingress and egress and utility purposes, which easement is for the benefit of and appurtenant to the property described in:

Exhibit "B".

ch
55-
1 c.c.

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 GRANTEE. 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.

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 damages 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, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations. If the undersigned is a corporation, it has caused its name to be signed and its seal (if 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:

GRANTEE:

CROWN PACIFIC LIMITED PARTNERSHIP,
a Delaware limited partnership

BY: CROWN PACIFIC MANAGEMENT
LIMITED PARTNERSHIP, its
General Partner

By: Roger L. Krage
Roger L. Krage, Secretary

By: Martha Steeprow
MARTHA STEEPROW

STATE OF OREGON)
) ss
County of Multnomah)

January 23, 1996

The foregoing instrument was acknowledged before me this 23rd day of January, 1996, by Roger L. Krage, who is the Secretary of Crown Pacific Management Limited Partnership, the General Partner of Crown Pacific Limited Partnership, on behalf of the Partnership.



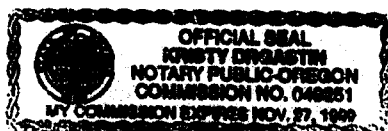
Resa R. Boxell
Notary Public for Oregon
My Commission Expires: 04/15/98

STATE OF OREGON)
) ss
County of Deschutes)

February 9, 1996

The foregoing instrument was acknowledged before me this 9 day of February, 1996, by Martha Steeprow, who acknowledged the foregoing to be her free and voluntary act and deed.

R0123



Kristy Dragstien
Notary Public for Oregon
My Commission Expires: Nov 27 1999

EXHIBIT " A "

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 County, Oregon.

21344

EXHIBIT " B "

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

EXHIBIT "C"

21345

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

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Martha Steeprow the 17th day
of July A.D., 19 96 at 1:49 o'clock P M., and duly recorded in Vol. M96
of Deeds on Page 21340

FEE \$55.00
3.50/cc

By Bernetha G. Letsch, County Clerk
Cherry Russell