

AFTER RECORDING, RETURN TO:

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Crown Pacific

805 S. W. Industrial Way, suite 4  
Bend, OR 97702

1999 AUG 13 AM 11:13

State of Oregon, County of Klamath  
Recorded 8/13/99, at 11:13 a m.

In Vol. M99 Page 32687

Linda Smith,

County Clerk

Fee \$ 40 - KL

K54313

EASEMENT

The undersigned CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, 121 S.W. Morrison Street, Suite 1500, Portland, Oregon 97204 ("Grantor") for and in consideration of \$250.00 and other valuable consideration, hereby grants to Yvonne M. Brown, 141530 Hwy. 97 North, Gilchrist, OR 97737 ("Grantee") a non-exclusive easement for ingress and egress on an existing road over and across the following described property.

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

All being in the County of Klamath, State of Oregon

Located generally as shown on "Exhibit A", attached hereto and by this reference made a part hereof.

Subject, to all matters of public record.

The rights granted herein shall be subject to the following terms and conditions:

1. The easement is conveyed for the purposes of use and maintenance of existing roads and to provide access to and from land which Grantee currently owns in North 330' of S½NE¼, Section 8, T. 24 S., R. 9 E.
2. Grantor reserves to itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross said easement, EXCEPT that such use by Grantor will not unreasonably interfere with the rights granted herein to Grantee.
3. Grantor reserves the right to grant further rights hereon to third parties, upon such terms it chooses, provided that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted herein.
4. Grantor does not guarantee the condition of said road and shall not be responsible for maintenance thereof except as determined necessary by Grantor during Grantor's commercial use thereof.
5. Grantor reserves the right to relocate the Roadway at any time and in the case of any such relocation shall reconstruct the roadway at the new location selected by Grantor. If the Roadway is relocated by Grantor, Grantor may record an instrument indicating the general or specific location of the Roadway, and such

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instrument shall serve to amend this easement and eliminate any rights of Grantee in the original Roadway. Such amendment of the location of the Roadway shall be effective whether or not signed by Grantee.

6. Grantee, by accepting this easement, agrees that he, his successors and assigns, shall indemnify, save and hold harmless, and defend the Grantor from every charge, cost, damage, expense, loss, claim or liability of any kind or nature arising or growing out of this agreement, or out of the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee in any manner or out of the exercising of any rights granted by this easement. Each party hereto and their permittees or invitees shall assume all risk arising out of its use of the easement. Grantor shall have no liability for any condition existing thereon.
7. Grantee shall not petition, permit or do anything which may cause or lead to the conversion of this private road to a public way.

The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors and successors and assigns of the parties hereto.

Dated this 9<sup>TH</sup> day of August, 1999.

CROWN PACIFIC LIMITED PARTNERSHIP,  
a Delaware limited partnership

By: Gary N. Cremer

Gary N. Cremer  
Oregon Land & Timber Manager

STATE OF OREGON )

) ss.

County of Deschutes )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of August, 1999, by Gary N. Cremer of CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership.



Janet L. Curtis-Roofener  
Notary Public in and for the State of Oregon  
My commission expires Mar. 19, 2002

EXHIBIT A

EASEMENT LOCATION

32689

