

# ASSIGNMENT OF EASEMENTS AND AGREEMENTS

After recording, this Assignment shall be delivered to:

John D. Sorlie  
P.O. Box 1151  
Bend, OR 97709

DATE: October 21, 1998

PARTIES: WAYNE G. ERNST, JAN K. HOUCK, ASSIGNORS  
WILLIAM L. ERNST and JOHN S. ERNST  
GILCHRIST WATER COMPANY, L.L.C., ASSIGNEE

## RECITALS:

A. Assignors are the holder of certain easements and agreements described below, as assigned to them in that certain Assignment of Easements and Agreements dated October 21, 1998 and recorded in Volume M99, page 38078, Klamath County Official Records. (the "Easements"):

1. Easement and other rights and obligations identified in that certain Water System Agreement and Easement dated October 4, 1991 between Crown Pacific Limited Partnership, Crown Pacific (Oregon) Limited Partnership, and Ernst Brothers Corporation, recorded at Volume M-91, Page 20345 of the records of Klamath County, Oregon.
2. Easements under, over and upon property in Tract 1318-Gilchrist Townsite, as shown on the plat for such property, recorded in Book 23, Pages 67, 67a, and 67b in the records of Klamath County, Oregon, for the operation, maintenance and expansion of the water distribution system and related infrastructure.
3. Easement for certain water lines and pipes reserved by Gilchrist Timber Company, in a deed to the Klamath County School District recorded in Klamath County Deed Records, Vol. M76, Page 11148.

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as more particularly described therein, including a well, well house and a tract 25 feet in diameter surrounding the well house.

4. Easement for a water pipeline reserved by Gilchrist Timber Company in a deed to the Roman Catholic Bishop of the Diocese of Baker recorded in the Klamath County Deed Records, Vol. M78, Page 26694.

B. Assignors desire to assign and convey their interest in the Easements to Assignee and Assignee desires to accept such assignment and to assume certain obligations with respect thereto on the terms and conditions set forth below.

**AGREEMENT:**

1. **ASSIGNMENT AND CONVEYANCE.** Assignors assign their interest in the Easements and Agreements to Assignee effective January 1, 1997.
2. **COVENANTS.** Assignors covenant that they are the owners of the Easements and Agreements and have the right to convey the same.
3. **ASSIGNEE'S ASSUMPTION.** Assignee hereby assumes the rights and obligations of the Assignors under the Easements and Agreements and agrees to defend, indemnify and hold Assignors harmless therefrom.
4. **CONSIDERATION.** The true and actual consideration paid for this Assignment is other property, receipt of which is acknowledged by Assignor.
5. **ATTORNEY FEES.** In the event action is instituted to enforce any term of this Assignment, 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 an appeal, as set by the appellate courts.
6. **BINDING EFFECT.** The provisions of this Agreement shall be binding upon, and shall inure to the benefit of, each of the parties and their respective successors and assigns.

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BRYANT, LOVLIN & JARVIS, PC

ATTORNEYS AT LAW  
40 NW Greenwood PO Box 1151 Bend, Oregon 97709-1151 Tel (541) 382-4331 Fax (541) 389-1149 www.bryantlovlinjarvis.com

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

## ASSIGNORS:

Wayne G. Ernst  
WAYNE G. ERNST

Jan K. Houck  
JAN K. HOUCK

William L. Ernst  
WILLIAM L. ERNST

John S. Ernst  
JOHN S. ERNST

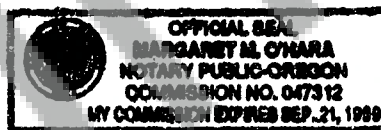
## ASSIGNEE:

GILCHRIST WATER COMPANY, L.L.C.

By: [Signature]  
Its: [Signature]

STATE OF OREGON, County of Klamath, ss:

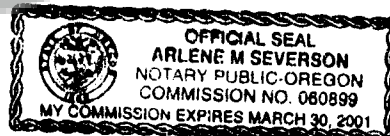
Personally appeared the above-named William L. Ernst and stated that he is the Member of Gilchrist Water Company, L.L.C. and that he is authorized to execute the foregoing instrument on behalf of the limited liability company. Before me this 20 day of October, 1998.



Margaret M. O'Hara  
Notary Public for Oregon  
My Commission Expires: Sept 21, 1999

STATE OF OREGON, County of Klamath, ss:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Oct., 1998, by Wayne G. Ernst.



Arlene M. Severson  
Notary Public for Oregon  
My Commission Expires: 3/30/2001

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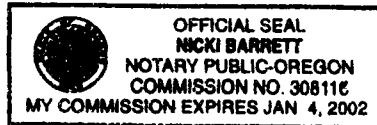
Bryant L. Loken ■ Larkys

40 N.W. Greenwood • PO Box 1151 • Bend, Oregon 97706-1151 • 503-325-4331 • Fax: 503-325-1188

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STATE OF OREGON, County of Klamath, ss:

The foregoing instrument was acknowledged before me this 29 day of October, 1998,  
by Jan K. Houck.



Nicki Barrett  
Notary Public for Oregon  
My Commission Expires: 01/04/2002

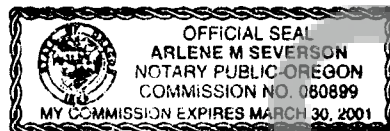
STATE OF OREGON, County of Klamath, ss:

The foregoing instrument was acknowledged before me this 20 day of October, 1998,  
by William L. Ernst.

Margaret M. O'Hara  
Notary Public for Oregon  
My Commission Expires: Sept 21, 1999

STATE OF OREGON, County of Klamath, ss:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of Oct., 1998,  
by John S. Ernst.



Arlene M. Severson  
Notary Public for Oregon  
My Commission Expires: 3/30/2001

State of Oregon, County of Klamath  
Recorded 10/05/99, at 2:14 p. m.  
In Vol. M99 Page 39660  
Linda Smith,  
County Clerk Fee \$ 45.00

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Brant L. Owen ■ Juvys

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