

## UTILITY RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to CROWN PACIFIC LIMITED PARTNERSHIP, hereinafter referred to as GRANTOR, by CRESCENT WATER ASSOCIATION, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged.

WITNESSETH:

WHEREAS: The GRANTOR is the record owner of the within described real estate in Klamath County, State of Oregon. The GRANTOR does hereby grant, assign and set over to the GRANTEE, to-wit:

A PERMANENT EASEMENT, PERPETUAL, AND EXCLUSIVE RIGHT OF WAY, INCLUDING RIGHT TO ENTER UPON THE REAL ESTATE HEREIN AFTER DESCRIBED, AT ANY TIME THAT IT MAY SEE FIT, AND CONSTRUCT, MAINTAIN, AND REPAIR UNDER GROUND PIPELINES AND OR MAINS FOR THE PURPOSE OF CONVEYING WATER OVER, ACROSS, THROUGH, AND UNDER THE LANDS HEREINAFTER DESCRIBED, TOGETHER WITH THE RIGHT TO EXCAVATE AND REFILL DITCHES AND OR TRENCHES FOR THE LOCATION OF SAID PIPELINES AND OR MAINS, AND FURTHER RIGHT TO REMOVE TREES, BUSHES, UNDERGROWTH AND OTHER OBSTRUCTIONS INTERFERING WITH LOCATION, CONSTRUCTION, AND MAINTENANCE OF SAID PIPELINES AND OR MAINS.

THE LAND AFFECTED BY THE GRANT OF THIS EASEMENT AND RIGHT OF WAY IS LOCATED IN KLAMATH COUNTY, STATE OF OREGON, MORE PARTICULARLY DESCRIBED IN EXHIBIT A ON PAGE 2 AND EXHIBIT B ON PAGE 3 WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN.

The GRANTEE shall have the right to immediate possession of property described in this easement.

The GRANTEE shall hold and save the GRANTOR harmless from any liability caused by GRANTEE's work within the easement on the operation and maintenance of pipelines and or mains.

Except as to the rights herein granted, the GRANTOR shall have full use and control of the above described real estate.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter, and generally, all changes shall be made or implied so that this instrument shall apply both to individuals, districts and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this 6th day of December 1999.

For the GRANTOR:

By: W. Ray Jones  
W. Ray Jones, Executive Vice President of Resources

For the GRANTEE:

By: Ken Curbow  
Ken Curbow, President

December 10, 1999  
Ken Curbow only



## EXHIBIT A

## LEGAL DESCRIPTION

WATERLINE EASEMENT FROM CROWN PACIFIC  
TO CRESCENT WATER ASSOCIATION

A tract of land described as follows:

Commencing at a point at north end of vacated Stevens Street intersection and center line of vacated Riverview Street in northeast one quarter of southwest one quarter of Section 30, Township 24 South, Range 9 East W. M. at the southeast corner of tax lot 401, thirty-five feet (35) wide, east of and along the center line of vacated Riverview Street and in a southerly manner terminating at east one half of Riverview Street and Tax lot 300 northwest corner.



EXHIBIT B

49920

CEN.  
SEC.

STEVENS

HILL

JONES

WARD

NE 1/4 SW 1/4 SEC. 30 T.24S. R.09E W.M.  
KLAMATH COUNTY

1"=100'

N

401

400

CENTER LINE

RIVERVIEW STREET VACATED

R.R.

KLAMATH NORTHERN

200  
0.22 AC.

200  
0.31 AC.

100  
0.35 AC.

400  
0.33 AC.

500  
0.20 AC.

600  
0.36 AC.

300  
0.18 AC.

800  
1.20 AC.

205'

SEE  
CS2570

1200  
0.01 AC.

100  
1.03 AC.

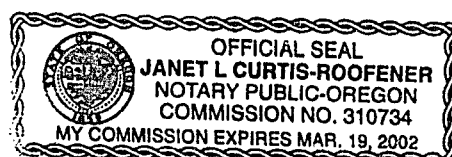
1300  
6.34 AC.

1400  
0.23 AC.



STATE OF OREGON )  
 ) ss  
 County of Deschutes )

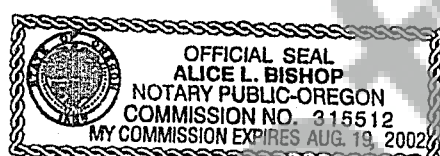
On this 6<sup>th</sup> day of December, 1999, W. Ray Jones who is Executive Vice President of Resources for CROWN PACIFIC LIMITED PARTNERSHIP personally appeared and acknowledged the foregoing instrument to be a voluntary act and deed on behalf of CROWN PACIFIC LIMITED PARTNERSHIP.



Janet L. Curtis-Roofener  
 Notary Public for Oregon  
 My commission expires 3/19/02

STATE OF OREGON )  
 ) ss  
 County of Klamath )

On this 10 day of December, 1999, Ken Curbow, President of Crescent Water Association, a corporation, personally appeared and acknowledged the foregoing instrument to be a voluntary act and deed on behalf of said corporation.



Alice L. Bishop  
 Notary Public for Oregon  
 My commission expires August 19, 2002

STATE OF OREGON )  
 ) ss  
 County of Klamath )

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in fee/file/instrument/microfilm No. \_\_\_\_\_, Record of Deeds of Klamath County.  
 Witness my hand and seal of County affixed.

Name \_\_\_\_\_ Title \_\_\_\_\_

After Recording return to  
Det. Crescent Water Association  
 Box 247  
 Crescent, Oregon 97733-0247

State of Oregon, County of Klamath  
 Recorded 12/21/99, at 9:01a m.  
 In Vol. M99 Page 49918  
**Linda Smith,**  
 County Clerk Fee \$ 25<sup>00</sup>