200 MAR -7 AND 11: 46

## AFTER RECORDING, RETURN TO:

Crown Pacific 805 S. W. Industrial Way, Suite 4 Bend, OR 97701

MTC 45253

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State of Oregon, County of Klamath

State of Oregon, County of Klamath Recorded 3/07/00, at 1/1/6c m. In Vol. M00 Page 7262 Linda Smith, County Clerk Fee\$ 3/69

The undersigned BELL A LAND AND CATTLE COMPANY, ("Grantor") for and in consideration of exchange of land and other valuable consideration, hereby grants to Crown Pacific, 805 S. W. Industrial Way, Suite 4, Bend, OR 97701 ("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. S½ SE¼ Section 6
Lot 1 and NE¼ NW¼ Section 7

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, Township 24 South, Range 8 East, W. M.
- 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 us 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 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.

EASEMENT - Crown Pacific from Bell A Land & Cattle - 1

- 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.

	parties hereto.				
	Dated this 14th day	Dated this 14th day of Jan., 2000.			
	GRANTEE: CROWN PACIFIC LIMITED PART A Delaware limited partnership	NERSHIP	GRANTOR: BELL A LAND AND COMPANY	D CATTLE	
	By: W. Ray Jones Executive Vice President of Resource		By: John 120	His.	
	Executive vice Fresident of Resource	<b>5</b> 5			
	STATE OF OREGON ) ) ss.				
	County of <u>Lake</u> )  The foregoing instrument was acknowledged before me this <u>24th</u> day of <u>February</u> , <u>2000</u> , by <u>Theresa Cliff</u> of BELL A LAN				
	AND CATTLE COMPANY.		·		
			in and for the State of on expires 3/19/02		
~	STATE OF OREGON )				
	County of Deschutes ) ss.				
The foregoing instrument was acknowledged before me this				day of LIMITED rship.	
	OFFICIAL SEAL JANET L CURTIS-ROOFENER	Keret Notary Public	L. Curfis - K	oo fener f Oregon	
	NOTARY PUBLIC-OREGON COMMISSION NO. 310734 MY COMMISSION EXPIRES MAR. 19, 2002 EASEMENT – Crown Pacific from Bell A Land &		on expires <u>3/19/</u>	02	
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