AFTER RECORDING, RETURN TO:

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Bell A Land & Cattle Company P. O. Box 97 La Pine, OR 97739

State of Oregon, County of Klamath Recorded 3/07/00, at // 1/64 m. In Vol. M00 Page 7276 Linda Smith, County Clerk Fee\$ 3/00

MTC 45252 EASEMENT

The undersigned CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, ("Grantor") for and in consideration of exchange of land and other valuable consideration, hereby grants to Bell A Land & Cattle Company, P. O. Box 97, La Pine, OR 97739 ("Grantee") an easement to maintain an irrigation ditch across the following described property.

In Township 23 South, Range 9 East, W.M.

E½ SE¼ Section 14 and E½E½ Section 23

and

SE¼ SE¼ Section 22 and N½ SE¼ & NE¼ Section 27

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 an existing irrigation ditch.
- 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 does not guarantee the condition of said ditch and shall not be responsible for maintenance thereof. Grantee may enter Grantor's property, at any reasonable time, for the purpose of maintaining the ditch.
- 4. 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. Grantor shall have no liability for any condition existing thereon.

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 14th day of Jan., 2000.	
GRANTEE: BELL A LAND AND CATTLE COMPANY	GRANTOR: CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership
By: Johnson Wiff	By: W. Ray Jones Executive Vice President of Resources
STATE OF OREGON)) ss.	
County of Deschutes)	
The foregoing instrument was a survey of the foregoing instrument was a survey of the foregoing instrument was a survey of the foregoing instrument was a survey of the foregoing of the foregoing of the foregoing instrument was a survey of the for	as acknowledged before me this _/4 th day of W. Ray Jones of CROWN PACIFIC LIMITED d partnership, on behalf of the partnership. Jank L. Curlis - Ros ference Notary Public in and for the State of Oregon My commission expires3/19/01
STATE OF OREGON) ss. County of Lake) The foregoing instrument was fibruary , 2000, by LAND AND CATTLE COMPANY	as acknowledged before me this <u>24</u> day of <u>Thursa Cliff</u> of BELL A
OFFICIAL SEAL JANET L CURTIS-ROOFENER NOTARY PUBLIC-OREGON COMMISSION NO. 310734 MY COMMISSION EXPIRES MAR. 19, 2002	Notary Public in and for the State of Oregon My commission expires 3/19/02

