

AFTER RECORDING, RETURN TO:

Larry K. Pruitt

39721 Jasper Lowell Road

Lowell, OR 97452

PO BOX 26531

Eugene, Or. 97402

Vol M03 Page 49472

State of Oregon, County of Klamath

Recorded 07/16/2003 8:44 a. m.

Vol M03 Pg 49472-74

Linda Smith, County Clerk

Fee \$ 81.00 # of Pgs 3

9<sup>00</sup> opa

'03 JUL 16 AM 8:44

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 \$10.00 and other valuable consideration, thereby grants to Larry K. Pruitt & John W. Brambora, 39721 Jasper Lowell Road, Lowell, OR 97452 ("Grantees") 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.  
Sections 8, 17, 18, 19, 30

address change  
PO BOX 26531  
Eugene, Or. 97402

All being in the County of Klamath, State of Oregon

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

Subject, to all matters of public record.

The rights granted therein 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 only to provide access to and from land that Grantees currently own in the SW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 8, T24S, R9E, 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 therein to Grantees.
3. Grantor reserves the right to grant further rights thereon 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 therein.
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 instrument shall serve to amend this easement and eliminate any rights of Grantees

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 4<sup>th</sup> day of June, 1999.

CROWN PACIFIC LIMITED PARTNERSHIP,  
a Delaware limited partnership

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

STATE OF OREGON )

) ss.

County of Deschutes )

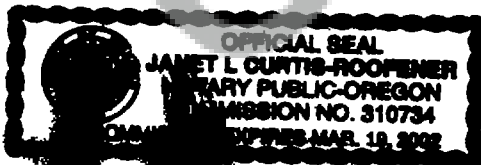
The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of June, 1999, by W. Ray Jones of CROWN PACIFIC LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership.

Janet L. Curtis-Roofner

Janet L. Curtis-Roofner

Notary Public in and for the State of Oregon

My commission expires 3/19/02



49474

"Exhibit A"

COUNTY ROAD

24 S

T 24 S  
T 25 S