

17830

AGREEMENT

THIS AGREEMENT, Made and entered into this 7th day of December, 1975, by and between LOWELL N. JONES CO., an Oregon corporation, herein called "Jones", and CONSTANCE N. DIXON, WILLIAM BREWER and HOWARD BECK, herein collectively called "landowners";

W I T N E S S E T H:

WHEREAS, Jones has or intends to enter into timber purchase agreements with each of the landowners to harvest, remove and sell the merchantable timber on lands owned severally by landowners located in Sections 31, 32, 33 and 34, Township 32 S., R. 7 $\frac{1}{2}$ E.W.M., and in Sections 4, 5, 6, 15 and 22, Township 33 S., R. 7 $\frac{1}{2}$ E.W.M., all in Klamath County, Oregon, and

WHEREAS, the separate lands of landowners are separated by boundary fences, and

WHEREAS, there is or may be some uncertainty as to the accuracy of said boundary fences, or some of them, and

WHEREAS, the parties hereto desire to settle said boundary lines for the purpose of harvesting the timber on said lands and to avoid charges for and claims of trespass in connection with the harvesting of said timber, and

WHEREAS, to minimize the disturbance of said lands by said logging operation, it will be necessary for Jones to go upon, over and across the separate lands of landowners to remove timber from the lands of the other landowners.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

1. For the purpose of cutting and removing timber from the lands of landowners as above described pursuant to any contract now executed or which may be executed within 60 days of the date hereof between Jones and landowners, the parties hereto agree that the existing fences on each such parcel shall be deemed to be the boundary of each landowner's land.

(Agreement - 1)

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2. So long as Jones harvests timber within said fence lines, it shall be and hereby is exonerated and released from all penalties and damages, including statutory punitive damages for trespass. Landowners shall be entitled to recover only the fair market value of such timber as of the time of any inadvertent trespass which may be proven.

3. Each landowner hereby gives, grants and conveys to Jones, its agents, employees and subcontractors, an easement and right of way upon and across the lands described above for access to and egress from each landowner's property for the purpose of harvesting and removing timber from said lands to the public roads lying northerly and easterly from the lands above described.

4. The location of such rights of way as may be needed shall be determined and agreed upon between Jones and each landowner so as to protect said lands as much as practicable from unreasonable and unnecessary disturbance and to expedite the removal of said timber.

5. This agreement and the rights of way contemplated by this agreement shall remain in effect for so long as the said logging contracts, or any of them, shall remain in effect.

6. Heirs, successors, representatives and assigns of the parties hereto are deemed to be bound and benefited by the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

LOWELL N. JONES CO.

By

Lowell N. Jones

By

Constance N. Dixon

Constance N. Dixon

William Brewer

William Brewer

Howard W. Beck

Howard Beck

(Agreement - 2)

12846

STATE OF OREGON
County of KLAMATH

ss.

On this 13th day of August, 1976, before me appeared LOWELL N. JONES, to me personally known, who, being duly sworn, did say that he is the President of LOWELL N. JONES CO., the within-named corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its board of directors, and the said Lowell N. Jones acknowledged said instrument to be the free act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and seal the day and year last above written.

Herman J. Smith
NOTARY PUBLIC FOR OREGON
My commission expires 12-21-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of H F SMITH ATTY

this 19th day of AUGUST A. D. 19 76 at 9:09 o'clock AM and

July recorded in Vol. M 76 of DEEDS on Page 12844

FEE \$ 9.00

Wm D. MILNE, County Clerk
By *Hazel Dray*

Rev. H. J. Smith
546 Main
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CR
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