

AGREEMENT

9-83-081

THIS AGREEMENT, Made and entered into as of the 4th day of November, 1983, by and between CROWN ZELLERBACH CORPORATION, a Nevada corporation, hereinafter called the Licensor and KLAMATH STUDS, INC., a corporation, P.O. Box 518, Glide, Oregon, hereinafter called the Licensee (the term Licensee as used in the singular herein shall likewise apply to a corporation or two or more individuals doing business under an assumed name or as co-partners);

W I T N E S S E T H:

The parties hereto, each in consideration of the agreements herein contained and the performance thereof on the part of the other do agree:

I. RIGHT GRANTED: Subject to the terms and conditions hereof, the Licensor hereby grants to the Licensee the non-exclusive right and permit to construct, use, operate over, haul upon and maintain a private 20 foot wide surfaced access road within a 60 foot wide easement, over, across and through a portion of the Southeast quarter of Section 36, Township 30 South, Range 7 East, W.M., Klamath County, Oregon, the centerline of which begins at a point on the east right-of-way boundary of US Highway 97 which is 1000 feet north of the south line of said Section; thence due east 500 feet more or less to a point on the east line of and 1000 feet north of the southeast corner of said section, located generally as shown on plat marked Exhibit "A" attached hereto and by this reference made a part hereof, for commercial and industrial hauling and related traffic.

II. TERM: The term of this agreement shall be from the date hereof to and including the 3rd day of November, 1993.

Licensee shall have the option to extend the term of this agreement for an additional 10 years, upon payment of a reasonable fee acceptable to Licensor.

III. CONSIDERATION: As consideration for the use of said road during the term hereof the Licensee shall pay the Licensor as follows:

\$500.00 on signing of agreement.

IV. MAINTENANCE: The Licensee shall maintain said road at its sole cost and expense, and upon the expiration of this agreement, it shall leave the said road in as good condition as existed when its use thereof first commenced. Provided, however, should the Licenser use said road in common with the Licensee, and/or grant the use thereof to others, each party shall share in the cost of maintenance in proportion to its or their use of same.

V. REGULATIONS AND FIRE DANGER: It is understood that in the use of said road, the Licensee will at all times be governed by and obey any and all rules and/or regulations promulgated by the Licenser, now or hereafter, pertaining to the use and occupancy of said road by the users thereof, and in addition thereto will comply with all laws and rules of lawful authority.

VI. ASSIGNMENT: This agreement shall not be assigned nor shall any part of the interest of the Licensee herein or hereunder be transferred or sublet without the consent of the Licenser endorsed hereon in writing, except to contractors of Licensee.

VII. INDEMNITY: The Licensee hereby agrees to save and hold harmless the Licenser, its officers, employees and agents, from every charge, cost, damage, expense or liability of any kind or nature (including but not in any way limited to damage to Licenser's property) arising or growing out of this agreement or the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee of the Licensee during the term of this agreement, and/or any violation or noncompliance with the terms and conditions hereof.

VIII. INSURANCE: As protection against liability for injury to persons and damage to property, the Licensee shall obtain and deliver to the Licenser at its office in Portland, Oregon, before this agreement shall become effective, a Comprehensive Liability Policy or Policies (being a combination Automobile and General Liability Form), or certificate evidencing same, indicating that the Licensee carries in his name, with an Insurance Company acceptable to the Licenser Bodily Injury Liability coverage, including automobile, in the amounts of \$100,000 / \$300,000 and Property Damage Liability coverage, including automobile, in the amount of \$250,000 and such Insurance Policy or Policies, or other Insurance coverage for like amounts, shall be maintained in effect during the term hereof and shall bear endorsement requiring the Insurer to give ten days' prior written notice to the Licenser of any intended or proposed cancellation of such insurance policy or policies.

IX. DEFAULT: If the Licensee shall fail to perform or abide by any of the conditions or agreements herein provided for, then, and in that event, the Licensors may, at its option by notice in writing to the Licensee, cancel and terminate this agreement, and upon such cancellation and/or termination, the Licensee hereby agrees to discontinue the use of said road forthwith; and in case the Licensee shall refuse to do so, then, and in that event, the Licensors shall have the right, using such force as may be necessary, without being liable therefor in damages, to evict the Licensee and/or the agents, contractors, representatives and guests of the Licensee therefrom.

X. SPECIAL CONDITIONS:

1. Licensee is responsible for obtaining and paying for any permits necessary to gain access onto State Highway 97.
2. Licensee shall not do or permit any action which may cause this road to be converted to general public uses.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as below subscribed:

KLAMATH STUDS, INC.
"Licensee"

CROWN ZELLERBACH CORPORATION
"Licensor"

By [Signature]
Title: president

By [Signature]
W. R. Corbin, Senior Vice
President

Approved _____

Approved _____

Highway

Tsp 30 S R7E WM

Tsp 30 S R8E WM

Top of right
of way

Tsp 31 S R7E

EXHIBIT A

STATE OF OREGON: COUNTY OF KLANATH:SS

I hereby certify that the within instrument was received and filed for
 record on the 11th day of January, 1991, at Medford, OR,
 and duly recorded in Vol. 188, of 1991, at page 488.

Fee \$ 16.00

CLARENCE B. BELL, COUNTY CLERK

by Rene Smith Deputy

AFTER RECORDING, please return to
 Fractor, Puckett & Fackell
 280 Main,
 Medford, 97501