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EASEMENT

Vol. M84 Page 16286

In consideration of an exchange of easements, the STATE OF OREGON, acting by and through its Board of Forestry, herein-after referred to as GRANTOR, does hereby grant and convey to Whiskey Creek Timber Company, hereinafter referred to as GRANTEE, a non-exclusive easement over, upon and across:

the existing roads located in the East half of the Northeast quarter (E1/2 NE1/4) of Section 35, Township 36 South, Range 11 East, W.M., Klamath County, Oregon as shown in red on Exhibit "A" which is attached hereto and by this reference made a part hereof.

To have and to hold said easement FOREVER, subject to the following terms:

1. The rights herein granted are for the purposes of maintaining, repairing, and using a roadway by GRANTEE, and the licensees and permittees of GRANTEE, for access to GRANTEE'S property, including, but not limited to, the transportation of forest and mineral products over said roadway.
2. GRANTOR reserves the exclusive right to grant further easements across the above described land.
3. GRANTEE shall save and hold harmless the GRANTOR from any and all liability claims of any kind whatsoever associated with this easement.
4. GRANTEE shall observe and comply with all federal, state, and local laws and regulations which in any manner affect the activities of GRANTEE under this easement.
5. This easement may be terminated by GRANTOR and all rights herein granted cease immediately in the event:
 - a. If for a period of 10 years GRANTEE shall fail to use or otherwise abandon said easement; or
 - b. If GRANTEE shall fail, neglect, or refuse to keep, observe, or perform any of the conditions or agreements herein contained, for a period of 30 days after having been given written notice to comply therewith; or
 - c. Immediately upon insolvency, adjudication of bankruptcy, or appointment of a receiver for the property of GRANTEE.

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Upon GRANTOR'S written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

6. GRANTEE, when using the roadway on said easement and right of way, shall maintain the said roadway in a condition as good as existed prior to the commencement of such use, provided that when GRANTEE and other authorized parties jointly use said roadway, then each party shall be responsible for a proportionate part of the entire maintenance which said part shall be based upon the ratio of part use to total use.
7. GRANTEE shall obtain and keep in effect, during the use of the within described easement and right of way, when used for commercial purposes, the following types of insurance:
 - a. Property damage, including automobile, in an amount not less than \$300,000.00.
 - b. Bodily injury in an amount not less than \$100,000/\$300,000.

The insurance shall be by a company duly registered and authorized to do business in the State of Oregon. GRANTEE shall provide GRANTOR with a copy of the insurance policy or certificate of insurance, such to be signed by an official representative of the insurance company; attached to such copy of policy or certificate shall be an endorsement whereby the insurance company agrees to give ten (10) days prior written notice to GRANTOR of any intended or proposed cancellation of the insurance.

8. This easement, including its terms and conditions shall inure to the benefit not only of the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest.
9. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 29th day of August, 1984.

GRANTOR:

STATE OF OREGON, acting by
and through its Board of Forestry

H. Mike Miller
H. Mike Miller, State Forester

GRANTEE:

Charles Meyer General Partner
James M. Dunn General Partner

STATE OF OREGON,

County of

Marion

} ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 29th day of August, 1984,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named H. Mike Miller

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

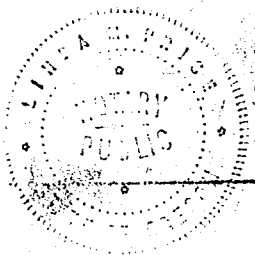
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Dale M. Price

Notary Public for Oregon,

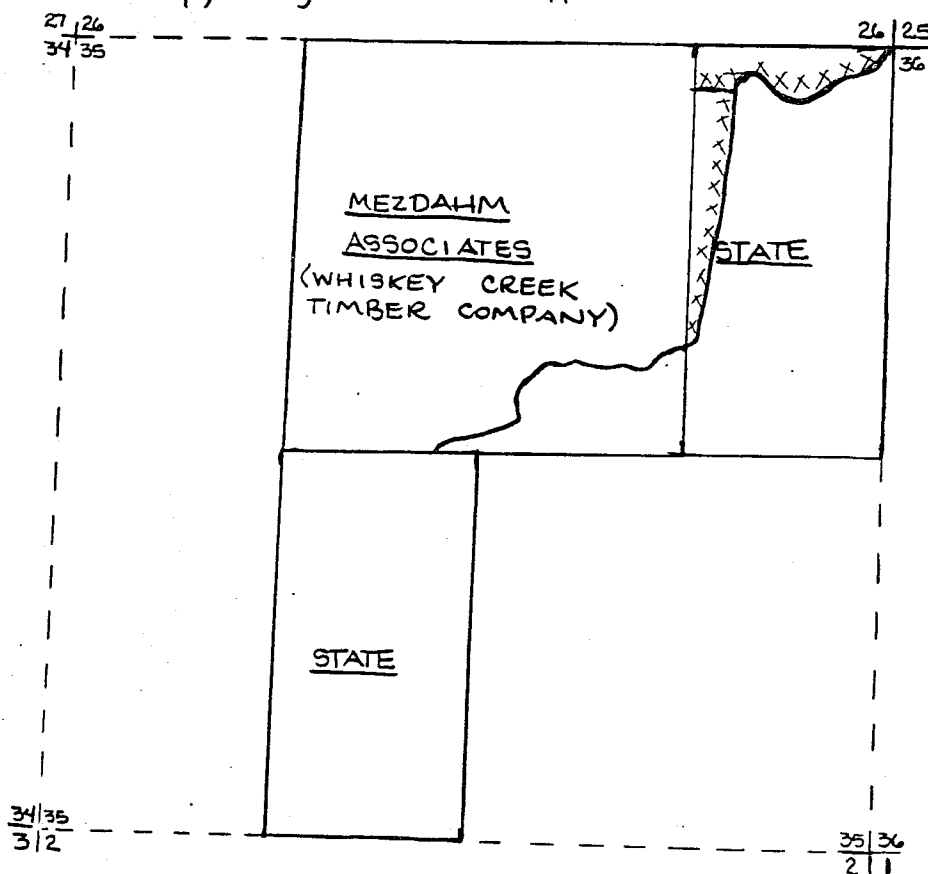
My Commission expires

10/5/87



16289

Section 35, T.36 S., R.11 E., W.M., Klamath
County, Oregon - Scale: Approx. 1" = 1000'



xxx EASEMENT GRANTED TO WHISKEY
CREEK TIMBER COMPANY

Ref:
Whiskey Creek Timber Co.
4764 Glenwood Dr.
K. Falls - 97603

EASEMENT GRANTED TO STATE
OF OREGON - BOARD OF FORESTRY

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for
record on the 20th day of September A.D., 19 84 at 10:55 o'clock A M,
and duly recorded in Vol M84, of Deeds on page 16286.

EVELYN BIEHN, COUNTY CLERK

Fee: \$ 16.00 Index: \$1.00

by: [Signature], Deputy