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311.1888

EASEMENT

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

the existing road located in the Southwest quarter of the Northeast quarter (SW1/4 NE1/4) and the Southeast quarter of the Northwest quarter (SE1/4 NW1/4) of Section 35, Township 36 South, Range 11 East, W.M., Klamath County, Oregon as shown in blue 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 observe and comply with all federal, state, and local laws and regulations which in any manner affect the activities of GRANTEE under this easement.
4. 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

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

84 SEP 21 AM 11 02

5. 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.
6. 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.
7. 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, 19 84.

GRANTEE:

STATE OF OREGON acting by and
through its Board of Forestry

[Signature]
H. Mike Miller, State Forester

GRANTOR:

[Signature]
General Partner

[Signature]
General Partner

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

County of _____

} ss.

On this _____ day of _____, 19____, personally appeared

(Name)

who, being duly sworn, did say that _____ is the _____ of the

(He, She)

(Official Position)

(Corporate Name)

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said person acknowledged said instrument to be its voluntary act and deed. Before me:

(SEAL)

Notary Public

PARTNERSHIP ACKNOWLEDGMENT

STATE OF OREGON

County of KLAMATH

} ss.

THIS CERTIFIES that on this 29th day of August, 1984, personally appearedfor me, the undersigned, a Notary Public in and for said County and State, the within named Robert W. Meyerand James M. Dahmown to me to be the persons named in and who executed the foregoing instrument and who are known to me to bemembers of the partnership of Whiskey Creek Timber Companyknowledge to me that The 4 executed said instrument freely and voluntarily for the purposes and use therein mentioned, on

half of said partnership.

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

Before me:

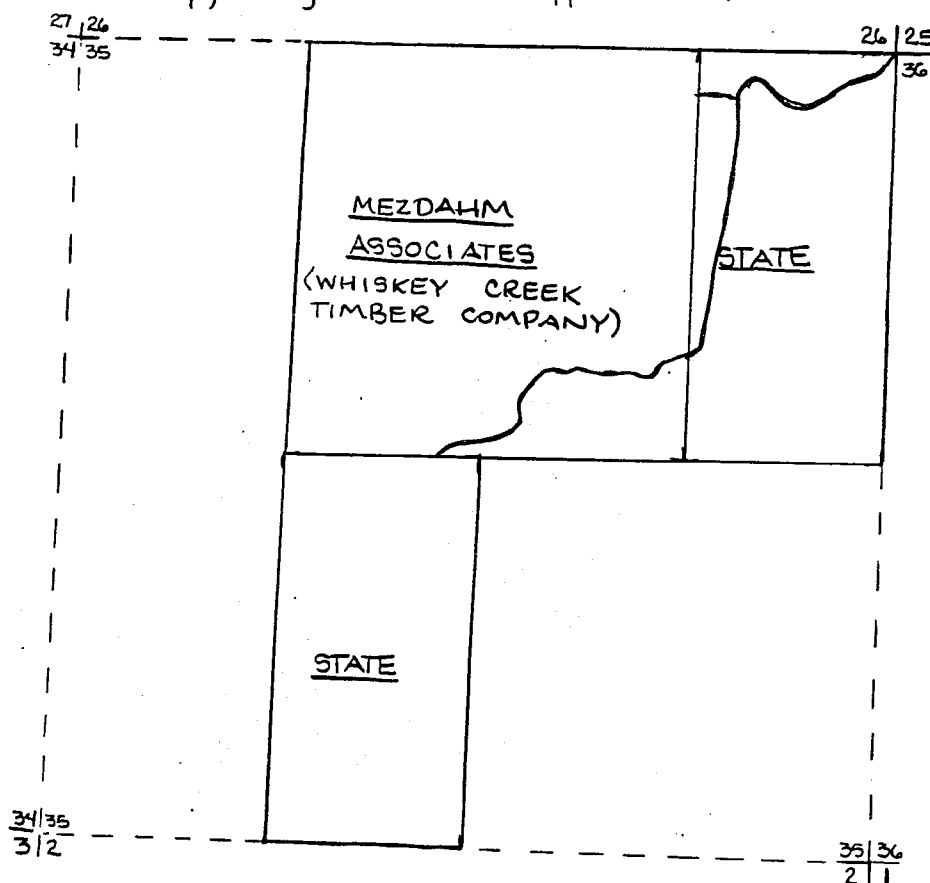
Richard J. Stenson

Notary Public for Oregon

My commission expires 2-28-1985

16339

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



Return to:
Oregon State Forestry
3400 Greensprings
Klamath Falls,
OR 97601

— EASEMENT GRANTED TO WHISKEY
CREEK TIMBER COMPANY

— 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 21 day of September A.D., 1984 at 11:02 o'clock A M,
and duly recorded in Vol M84, of Deeds on page 16336.

EVELYN BIEHN, COUNTY CLERK

by: Ann Smith, Deputy

Fee: \$ 16.00 Index: \$1.00