

311.1886

## EASEMENT

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

existing roads twenty (20) feet in width, with additional width as necessary for curves, cuts, fills, and turnouts located in Sections 1, 2, 3, 11, and 12, Township 33 South, Range 7 1/2 East; Section 36, Township 32 South, Range 7 1/2 East, W.M., Klamath County, Oregon, as shown on Exhibit "A", 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 by GRANTEE'S licensees and permittees, 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

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- 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.
- c. Immediately upon insolvency, adjudication of bankruptcy, or appointment of a receiver for the property of GRANTEE.

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. Should GRANTEE fail to perform the road maintenance required by this agreement, GRANTOR shall have the right to perform or cause to have performed said maintenance and recover all associated costs from GRANTEE. GRANTEE shall reimburse GRANTOR within 30 days from date billed.
- 8. GRANTEE shall obtain and keep in effect, during the use of the within described easement and right of way, the following types of insurance:
  - a. Property damage, including automobile, in an amount not less than \$300,000.
  - 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.

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 20th day of September, 1984.

GRANTOR:

GRANTEE:

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

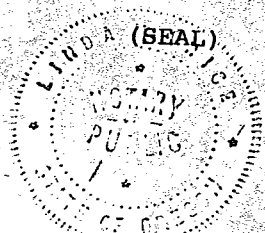
J.-Spear Ranch Company

H. Mike Miller  
H. Mike Miller, State Forester

Thomas J. Spear  
President

STATE OF OREGON     )  
                              ) ss.  
County of Marion    )

On this 20th day of September, 1984, personally appeared H. Mike Miller and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Linda M. Pucci  
Notary Public

My Commission expires: October 5, 1987

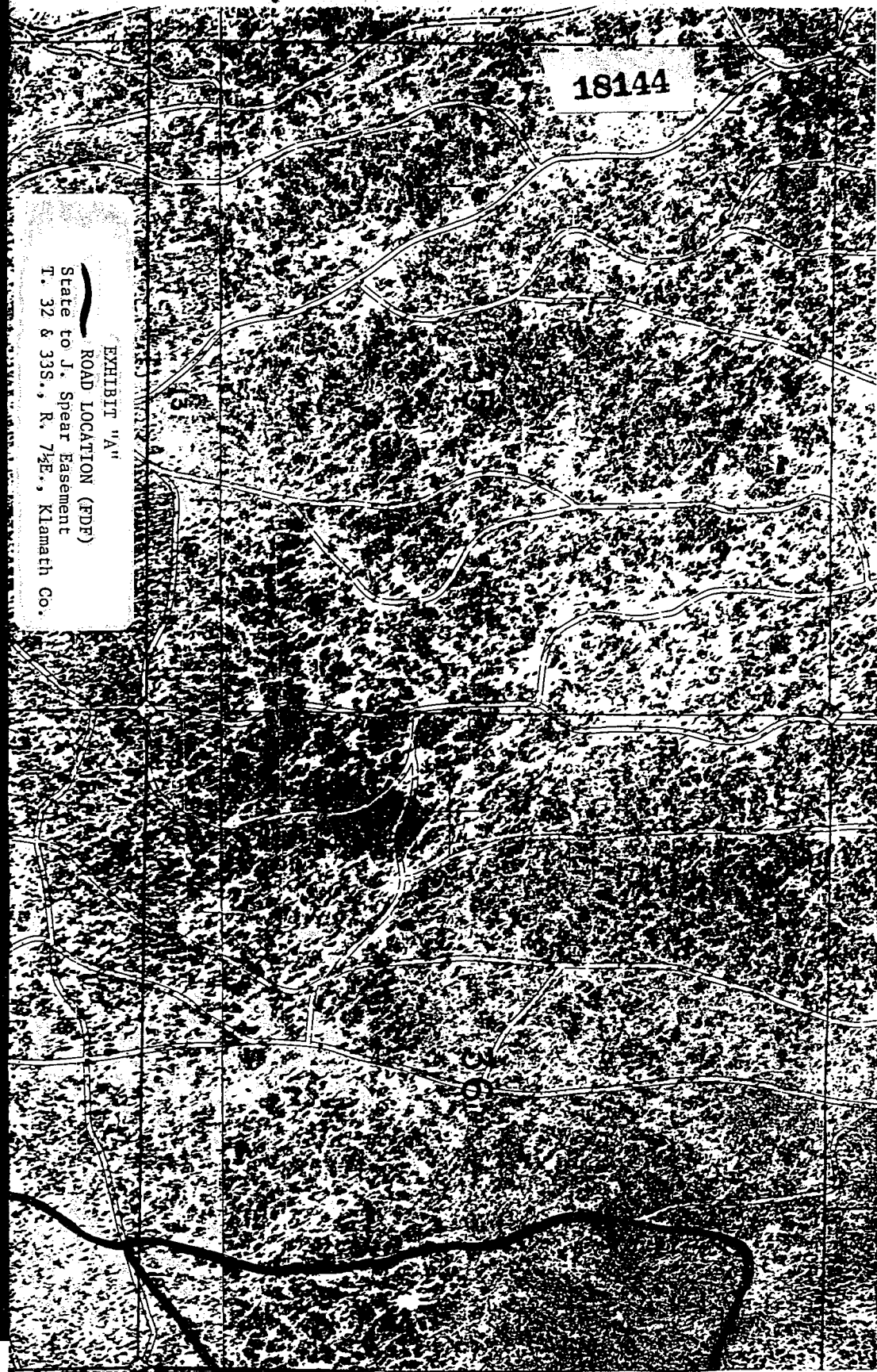
7989D  
9/14/84

18144

EXHIBIT "A"

ROAD LOCATION (FDE)

State to J. Spear Easement  
T. 32 & 33S., R. 7½E., Klamath Co.



18145

STATE OF OREGON: COUNTY OF KLAMATH: ss

I hereby certify that the within instrument was received and filed for  
record on the 22nd day of October A.D., 1984 at 12:57 o'clock P M.  
and duly recorded in Vol M84 of Deeds on page 18141

Fee: \$ 20.00 Index: \$1.00

Ret- J Spear Ranch Co  
Box 257 KFO.

EVELYN BIEHN, COUNTY CLERK

by: [Signature], Deputy