

42465

STATE OF OREGON  
ROAD EASEMENT

311.1886

Vol. 128 Page 18146

The STATE OF OREGON, by and through the Division of State Lands, GRANTOR, does hereby grant to the J. SPEAR RANCH CO., an Oregon corporation, GRANTEE, its heirs and successors, a perpetual, non-exclusive easement, in, over, and across an existing twenty-foot wide right-of-way, located on the following described property:

The south one-half (S1/2) of the northeast one-quarter (NE1/4), and, the northeast one-quarter (NE1/4) of the southeast one-quarter (SE1/4) of Section 22; the south one-half (S1/2) of Section 23; the south one-half (S1/2) of Section 24; and the northeast one-quarter (NE1/4) of the northeast one-quarter (NE1/4) of Section 25; all in Township 32, South, Range 7-1/2 East, Willamette Meridian, Klamath County, Oregon.

Said twenty-foot wide right-of-way being more particularly located on the attached Exhibit "A" and made a part of this instrument.

The rights and privileges herein granted are for the purpose of maintaining, repairing, and using said right-of-way for ingress and egress to and from GRANTEE's land.

The true consideration for the granting of this easement is completion of an easement exchange between the State Forestry Board and the GRANTEE on properties located in the vicinity of the above-described parcel.

TO HAVE AND TO HOLD said easement and right-of-way forever, subject to the following:

1. GRANTEE shall save and hold harmless the GRANTOR from any liability claim of any kind whatsoever associated with this easement.

J. SPEAR RANCH CO.

2. The State of Oregon and its assigns and lessees retain the right to use the land within this easement and the road constructed on the land in a way not incompatible with the purpose for which this easement was granted.

3. GRANTEE shall observe and comply with all federal, state, and local laws and regulations which in any manner effect the activities of GRANTEE under this easement.

4. GRANTOR, its officials, employees, lessees, or contractors shall not be responsible in any way for damages suffered by use of said road.

5. GRANTEE may use this easement for the sole purpose of ingress and egress to and from GRANTEE's land.

6. If the facilities for which this easement is granted are not used for a period of five (5) consecutive years, this easement will automatically terminate. Upon receipt of written notice, GRANTEE will have 90 days to remove the facilities and appurtenances from the land. GRANTEE will also be responsible for restoring the State-owned land to the conditions existing prior to the issuance of this easement. GRANTOR may at its option, cause removal and restoration the State-owned land to the conditions existing prior to the issuance of this easement. GRANTOR may at its option, cause removal and restoration in the event of failure by GRANTEE. In such event GRANTOR may bill GRANTEE for all costs incurred by said removal and restoration.

7. GRANTEE shall pay all assessment which are levied against the property subject to this easement.

This easement does not convey an estate in fee simple of the lands used for a right-of-way. This grant is an easement only, and title remains in the State of Oregon.

Witness the seal of the Division of State Lands affixed the 10th day of May, 1984.

Concurrence:

STATE OF OREGON acting by and  
through the Division of State Lands

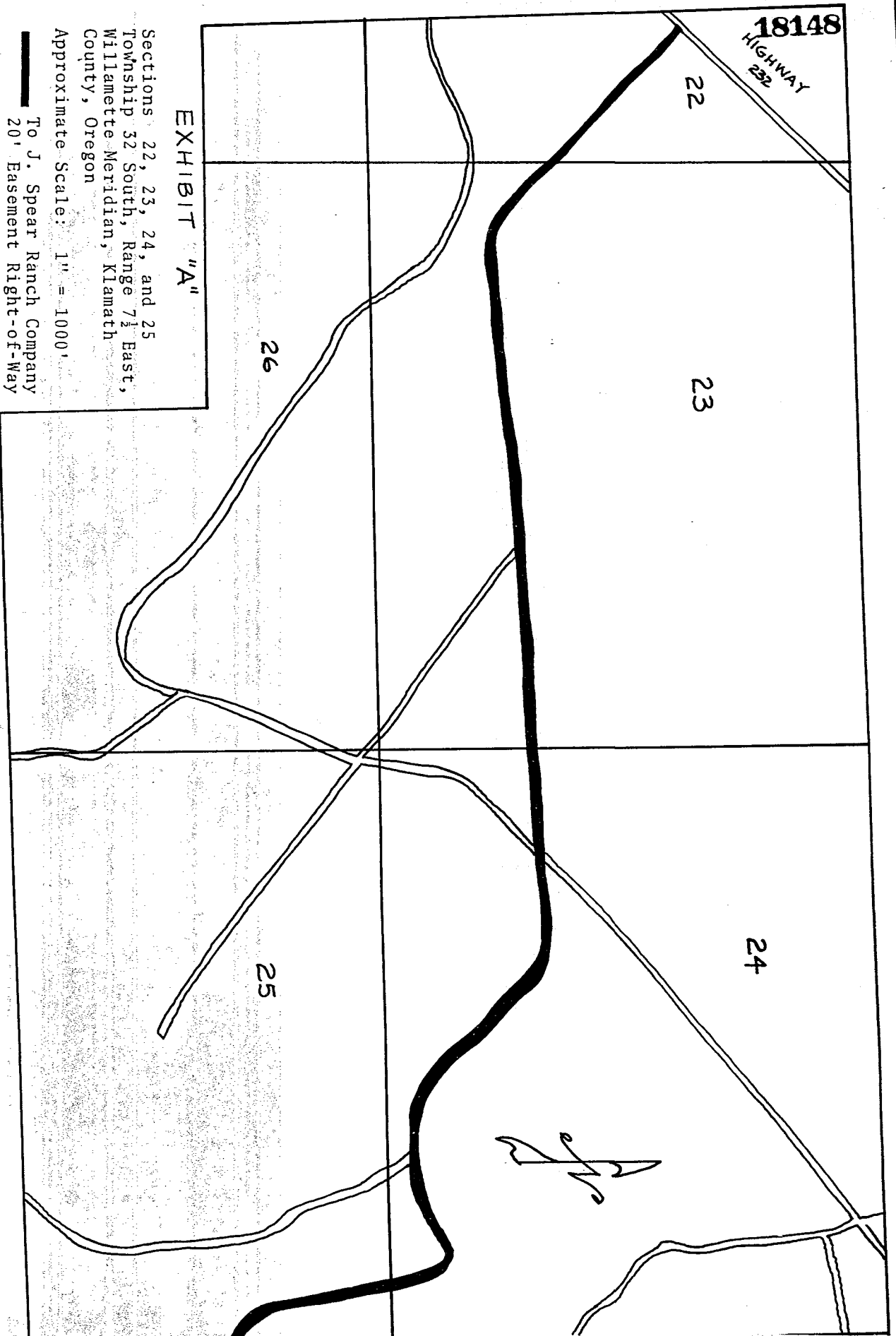
*[Signature]*

State Forester

*[Signature]*

Ed Zajonc, Director





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 18146.

Fee: \$ 12.00 Index: \$1.00

Ret: Oregon State Forestry  
2600 State Street  
Salem, Ore 97310

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy