

ATE 28428
EASEMENT

314.18105

In consideration of an exchange of easements, Glenn J. Lorenz, 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 Northwest one quarter of the Northeast one quarter (NW1/4NE1/4), the Northeast one quarter of the Northwest one quarter (NE1/4NW1/4) of Section 10 and Lots 3 and 4 of Section 3, Township 38 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, said easement and right of way being twenty (20) feet in width, ten (10) feet on each side of the centerline, with additional width as required for curves, cuts, fills, culverts, drainage ditches, and turnouts, insofar as said easement and right of way traverses over, upon, and across said legal subdivisions, said centerline following an existing forest road 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 GRANTEE'S use of this easement, to the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act.
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 is granted appurtenant to all that State-owned land shown on the attached Exhibit "A".

GRANTEE shall give written notice to GRANTOR prior to any subdivision or sale of said land. Such written notice shall include description of land or subdivided parcel and the name and address of the new owner.

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6. 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.

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

7. 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.
8. 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.
9. GRANTEE shall require the purchasers of its timber sales to have and keep in effect during the use of the roads under this easement, the following liability insurance:
- (a) Bodily injury, including vehicles, \$100,000 for injury or death to any one person; \$300,000 for any one occurrence.
 - (b) Property damage, including vehicles, \$100,000 and not more than \$5,000 deductible.

Other insurance limits may be set upon mutual agreement in writing by the GRANTOR and GRANTEE.

The insurance shall be by a company duly registered and authorized to do business in the State of Oregon. GRANTEE'S licensees and permittees 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.

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10. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this agreement.

Executed this 21 day of June, 1985.

GRANTEE:

GRANTOR:

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

for Thomas W Lane
H. Mike Miller, State Forester

Glenn J. Lorenz
Glenn J. Lorenz

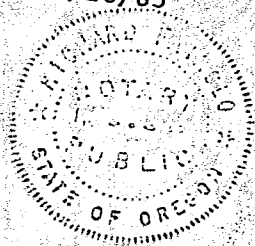
STATE OF OREGON)
County of KLAMATH) ss.

The instrument was acknowledged before me on this 21st day of June, 1985, by Glenn J. Lorenz as his voluntary act and deed.

Richard Fawcett
Notary Public

My Commission expires: 3/15/85

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5/10/85

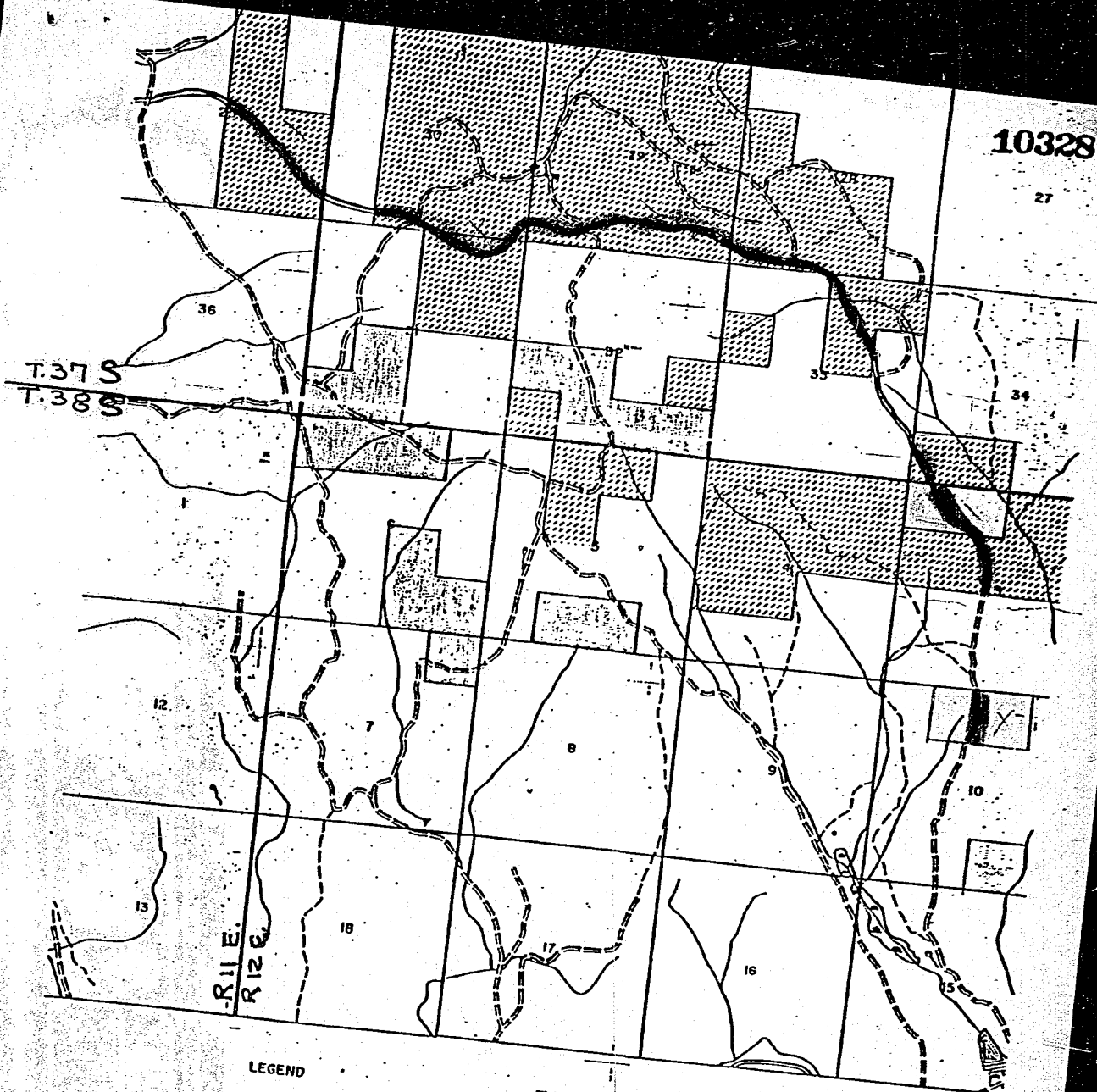


After recording return to:

State Forester
2600 State Street
Salem, OR 97310
Forest Management Division

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LEGEND

T.37&38 S. R.11&12 E.
KLAMATH COUNTYPROPOSED PERMANENT EASEMENT EXCHANGE
STATE AND GLENN LORENZ ST.

STATE TO LORENZ

LORENZ TO STATE

STATE LAND

LORENZ PROPERTY

EXHIBIT "A"

STATE OF OREGON: COUNTY OF KLAMATH:ss
 I hereby certify that the within instrument was received and filed for
 record on the 3rd day of July A.D., 1985 at 3:19 o'clock P M,
 and duly recorded in Vol 485, of Deeds on page 10325.

Fee: \$ 17.00

EVELYN BIEHN, COUNTY CLERK

by: Pam Smith, Deputy