

80834

## EASEMENT

The Grantor, **CAVENHAM FOREST INDUSTRIES INC.**, a Delaware corporation, in consideration of Two Thousand Dollars (\$2000.00), the receipt of which is hereby acknowledged, does hereby grant and convey unto the **REDDING FOUNDATION**, an organization formed under the laws of the State of California, herein called "Grantee", its successors and assigns, a permanent, nonexclusive, nondivisible, easement, twenty (20) feet wide, over and along existing roads for access, ingress, egress, regress upon, over, and across Grantor land described as follows:

In Township 30 South, Range 09 East, W.M.:

Section 17: W1/2NW1/4NE1/4, NE1/4NW1/4, W1/2SE1/4NW1/4, SE1/4SW1/4NW1/4, NW1/4SW1/4.

All being in the County of Klamath, State of Oregon

Located generally as shown on "Exhibit A", attached hereto and by this reference made a part hereof.

Subject, as to said lands, to all matters of public record.

The rights granted herein shall be subject to the following terms and conditions:

1. The easement is conveyed for the purposes of use and maintenance of existing roads and to provide access to and from lands now known as the McGilvray Ranch, being 600+ Ac in Sections 8, 9, 16 & 17, T30S, R9E, W.M., Klamath County, Oregon, and only road traffic directly related to the Foundation's purposes of protecting and preserving wildlife and wildlife habitat and to related ranching business is permitted hereunder.
2. Grantor reserves to itself, its successors and assigns, the right at all times and for any purpose to go upon, cross and recross at any place on grade or otherwise, said easement on lands owned by it, EXCEPT that such use by Grantor will not unreasonably interfere with the rights granted herein to Grantee.
3. Grantor reserves the right to grant further rights hereon to third parties, upon such terms it chooses, provided that use by such party shall be subject to the terms and conditions of this agreement and shall not unreasonably interfere with the rights granted herein.
4. Grantor or Grantee may install gates at their respective property lines at their own expense. The maintenance costs thereof shall be to the account of party installing same; if locked by installing party, keys shall be provided at no cost to other authorized users.
5. Grantor does not guarantee the condition of said road and shall not be responsible for maintenance thereof except as determined necessary by Grantor during Grantor's commercial use thereof. Grantor and Grantee shall share in the maintenance of said roads in proportion their usage and each party using the road for heavy or commercial hauling shall restore the road to its condition as it existed prior to the use and at said party's sole expense.

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6. Grantee, by accepting this easement, agrees that he, his successors and assigns, shall indemnify, save and hold harmless, and defend the Grantor from every charge, cost, damage, expense, loss, claim or liability of any kind or nature arising or growing out of this agreement, or out the use and occupancy hereunder, or use and occupancy of same by any employee, contractor, guest or invitee of the Grantee in any manner or out of the exercising of any rights granted by this easement. Each party hereto and their permittees or invitees shall assume all risk arising out of its use of the easement. Grantor shall have no liability for any condition existing thereon.
7. Grantee shall not petition, permit or do anything which may cause or lead to the conversion of this private road to a public way.

The terms, conditions and covenants herein shall extend to and be binding upon and inure to the benefit of the heirs, devisees, administrators, executors and successors and assigns of the parties hereto.

Dated this 14TH day of SEPTEMBER 1987.

CAVENHAM FOREST INDUSTRIES INC.

By R. A. Carson 1987  
R. A. Carson  
Executive Vice President

STATE OF OREGON     )  
                                  ) ss.  
County of Multnomah    )

The foregoing instrument was acknowledged before me this 14TH day of SEPTEMBER, 1987, by R. A. Carson of CAVENHAM FOREST INDUSTRIES INC., a Delaware corporation, on behalf of the corporation.

[Signature]  
Notary Public in and for the State  
of Oregon  
My commission expires 9-8-89



## EXHIBIT A

19327

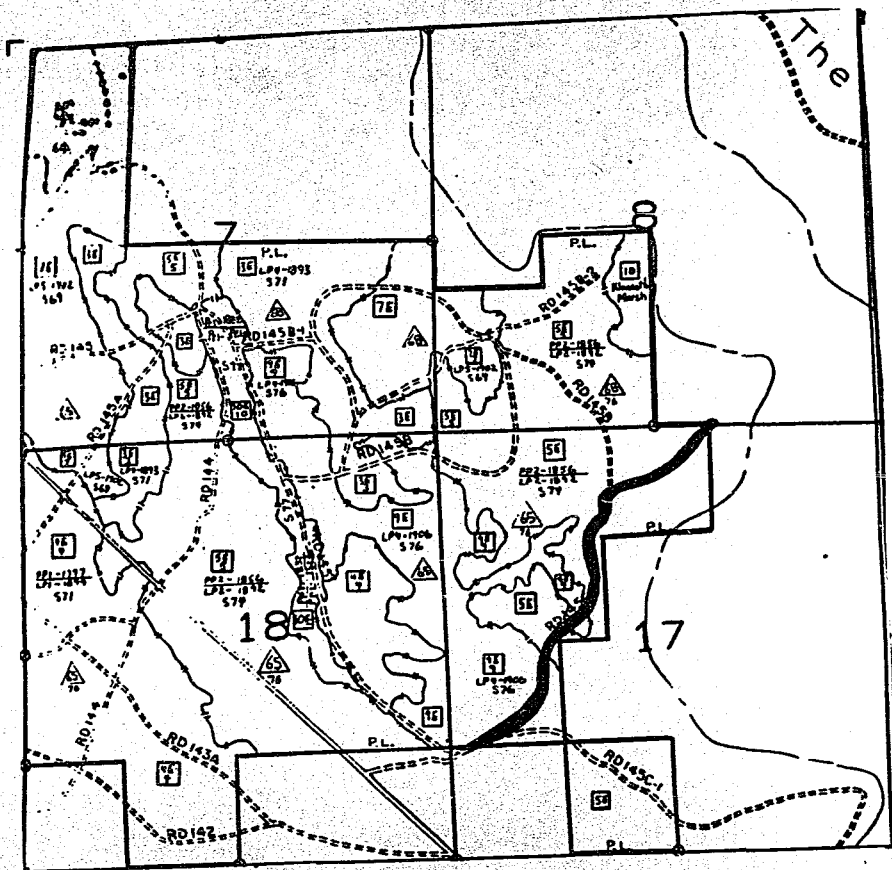


Cavenham

- ☐ LOGGING CONTRACT    ☐ CONSTRUCTION CONTRACT    ☐ ROAD USE AGREEMENT  
☐ TIMBER PURCHASE AGREEMENT    ☒ EASEMENT - R/W AGREEMENT  
☐ OTHER (SPECIFY) \_\_\_\_\_

TWP 30S RANGE 9E SEC 17 FILE REDDING FOUNDATION  
 MANAGED FOREST EASTSIDE SCALE 1" = 2000' (APPROX) BY EGD  
 COUNTY KLAMATH STATE OREGON DATE 2/22/87 APPROVED \_\_\_\_\_

----- = EASEMENT AREA



## EXHIBIT A

AFTER RECORDING RETURN TO: William M. Ganong, 1151 Pine Street, Klamath Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William M. Ganong, Attorney at Law the 23rd day  
 of October A.D., 19 87 at 3:49 o'clock P M., and duly recorded in Vol. M87  
 of \_\_\_\_\_ Deeds on Page 19325

Evelyn Biehn, County Clerk  
 By [Signature]

FEE \$15.00