

PERMIT

Effective as of the 1st day of November, 1991, OREGON, CALIFORNIA & EASTERN RAILWAY COMPANY, a Washington corporation, Box C, Tacoma, Washington 98401, hereinafter designated as "O.C. & E.", hereby grants to:

Robert Valladao
P. O. Box 321
Bly, OR 97622

hereinafter designated as the "Permittee", the non-exclusive right, license and permission to enter and be upon that portion of the Oregon, California and Eastern Railway Company right-of-way in the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 28, Township 36 South, Range 14 East, W.M. as shown on Exhibit A attached hereto for the purpose of maintaining an irrigation and drainage ditch and an irrigation pipe access to ditch upon terms and conditions as follows:

1. CONSIDERATION: Fifty Dollars (\$50.00).
2. DATE OF EXPIRATION: One (1) year and thereafter unless abandoned or two (2) years of nonuse.
3. OTHER PROVISIONS: Permittee shall
 - a) maintain the area free of debris or litter that may accumulate from permittees use.
 - b) notify O.C. & E. of changes in use of this area.
 - c) not interfere with O.C. & E. activities or operations.
4. ASSUMPTION OF RISK AND LIABILITY OF PERMITTEE:

(a) O.C. & E. has made no representation as to the present or future conditions of its property or the character of the traffic on any of its roads, and Permittee assumes all risks of damage to property of or injury to Permittee, in connection with the exercise of rights hereunder.

(b) Permittee shall pay for all damage to O.C. & E.'s property resulting directly or indirectly from the negligent acts or omissions of Permittee hereunder, and shall reimburse O.C. & E. for all costs reasonably incurred for fighting fire resulting directly or indirectly from the Permittee's acts or omissions hereunder whether negligent or otherwise.

(c) Permittee shall indemnify and hold harmless O.C. & E. against all claims or liabilities asserted by third persons resulting directly or indirectly from the Permittee's acts or omissions hereunder whether negligent or otherwise.

5. COMPLIANCE WITH LAWS AND REGULATIONS: Permittee shall comply with all laws and regulations, Federal, State, or local, including, but not limited to, those relating to forestry and conservation practices and the prevention, suppression and control of fire, and all valid orders of Federal, State, and local officials pertaining thereto.

6. INSURANCE: Permittee shall obtain and maintain during the term hereof:

(a) liability insurance covering all motor vehicles exercising rights under this permit, with limits not less than \$250,000/500,000 for bodily injury and \$250,000 for property damage, and

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Return: Weyerhaeuser Co. (John Monfore)
P.O. Box 9
Klamath Falls, Or. 97601

EXHIBIT A

Truck Road Easement
OC&E to Weyerhaeuser
Pt. SW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 17-T36S-R13E, W.M.
Klamath County, Oregon

Approximate location of existing road:

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Weyerhaeuser Co. the 8th day
of Nov. A.D., 19 91 at 2:15 o'clock P. M., and duly recorded in Vol. M91,
of Deeds on Page 23528.

Evelyn Biehn County Clerk

By Pauline M. M. M. M.

FEE \$13.00

