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311.18106

K-44222  
EASEMENT

In consideration of an exchange of easements, Tracy Q. Lyons, GRANTOR, grants and conveys to the STATE OF OREGON, acting by and through its Board of Forestry, GRANTEE, a non-exclusive easement over, upon and across:

A portion of the South half of the Southwest quarter of the Northwest quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 5, Township 33 South, Range 7 East, Willamette Meridian, Klamath County, Oregon, as shown on the attached Exhibit "A".

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 to the extent allowed by the Oregon Constitution Article XI, Section 7 and 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 may be terminated by GRANTOR and all rights herein granted cease immediately in the event GRANTEE fails, neglects, or refuses 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.
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

AFTER RECORDING RETURN TO: STATE FORESTER  
FOREST MANAGEMENT DIVISION  
2600 STATE STREET  
SALEM, OR 97310

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 easement, 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 require the purchaser of its timber sale to secure and keep in effect during commercial use of the roads under this easement the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificate(s) required by this section that GRANTOR will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy. The coverage shall be as follows:
  - a. Commercial General Liability insurance covering personal injury and property damage in an amount not less than \$500,000 combined single limit per occurrence, with no more than \$5,000 deductible.
  - b. Automobile Liability insurance in an amount not less than \$500,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
  - c. Loggers Broad Form coverage, in an amount not less than \$500,000 with no more than \$5,000 deductible, for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of GRANTEE, employees, contractors and others working or acting for GRANTEE.
  - d. As evidence of the insurance coverage required by this easement, GRANTEE's timber sale purchaser shall furnish a certificate or certificates of insurance including all of the foregoing coverages to GRANTOR.
  - e. Other insurance limits may be set upon mutual agreement in writing by the GRANTOR and GRANTEE.

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Easement from Lyons  
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9. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this easement.

Executed this 16 day of July, 1992

GRANTOR:

Tracy Q. Lyons  
Tracy Q. Lyons

GRANTEE:

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

Ray Craig  
Ray Craig  
Assistant State Forester

ACKNOWLEDGMENT

STATE OF ~~OREGON~~ US )  
County of Simpson ) ss.

This instrument was acknowledged before me this 16<sup>th</sup> day  
of July, 1992, by Tracy Q. Lyons.

Tim M. Womack  
Notary Public for ~~Oregon~~ Mississippi

My Commission expires: \_\_\_\_\_

My Commission Expires May 13, 1996

After recording return to:

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

0707(I)

- ALL WEATHER ROAD
- SECONDARY ROAD
- ABANDONED ROAD
- RAILROAD
- ABANDONED RAILROAD
- BRIDGE, TRESTLE
- TRANSMISSION LINE
- SECTION CORNERS
- SECTION CORNERS, NOT POSITIVE
- PROJECTED INTERSECTION
- TRAFFIC OWNERSHIP LINES (STATE)

- LAKES, PONDS
- SWAMPS, BOGS
- ROCK PITS, QUARRY, MINE
- LANDING
- STRUCTURES
- TRIANGULATION STATION
- COUNTY LINE
- REVISED
- DATE

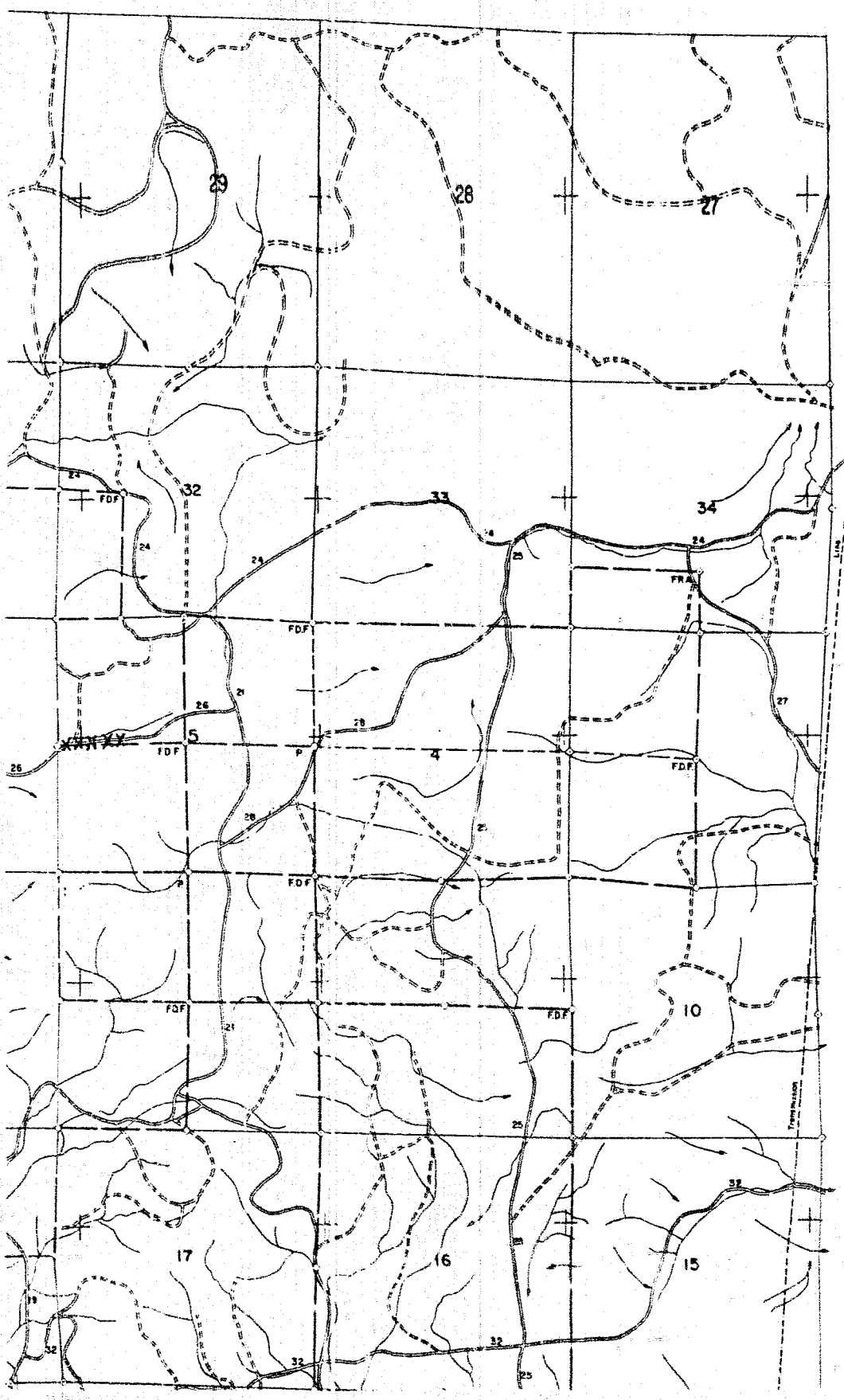
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EXHIBIT "A"

XXXX Road Easement Location

S $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$  Section 5  
T33S, R7E, W.M.  
Klamath County

16309



STATE OF OREGON: COUNTY OF KLAMATH: ss

Filed for record at request of Klamath County Title co. the 23rd day of July A.D. 19 92 at 1:30 o'clock P. M., and duly recorded in Vol. M92 of Deeds on Page 16306.

FEE \$25.00

Evelyn Biehn County Clerk  
By Ruth M. Williams

T.  
32  
S.

T.  
33  
S.