

75916

K-45642

EASEMENT

In consideration of an exchange of easements, J-SPEAR RANCH COMPANY, (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:

The existing roads as described on the attached Exhibit "A" and as shown on the attached Exhibit "B".

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:
 - 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; or

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

After recording return to:
State Forester
Forest Management Division
2600 State Street
Salem, OR 97310

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 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 contract, 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.

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

Executed this 31st day of January, 1994.

GRANTOR:

J-SPEAR RANCH CO. ~~INC~~

Thomas L. Shaw
President

GRANTEE:

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

Ray Craig
Ray Craig
Assistant State Forester
Forest Management Division

ACKNOWLEDGMENT

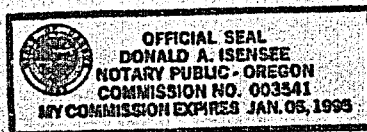
STATE OF OREGON

County of

KUMATH

)
) ss.
)

This instrument was acknowledged before me this 31st day of JANUARY, 1994, by THOMAS L. SHAW.



Donald A. Isensee
Notary Public for Oregon

My Commission expires: 1-6-95

After recording return to:

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

EXHIBIT "A"

Parcel 1: The West half of Government Lots 8, 13 and 14 of Section 30, Township 32 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 2: The Northwest quarter of Government Lot 7 and Government Lots 12, 13, and 14 of Section 31, Township 32 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 3: The North half of the North half of the South half of the Southwest quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$), the North half of the Southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the Northwest quarter of the Northeast quarter of the Southeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 34, Township 32 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 4: The North half of the Southwest quarter of the Southeast quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 5, Township 33 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 5: The North half of the Northeast quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 15, Township 33 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 6: The Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, Township 33 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 7: The Northeast quarter of the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 18, Township 33 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 8: The West half of the East half (W $\frac{1}{2}$ E $\frac{1}{2}$) of Section 19, Township 33 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 9: The Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 20, Township 33 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Parcel 10: The Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 25, Township 39 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

END OF EXHIBIT "A"

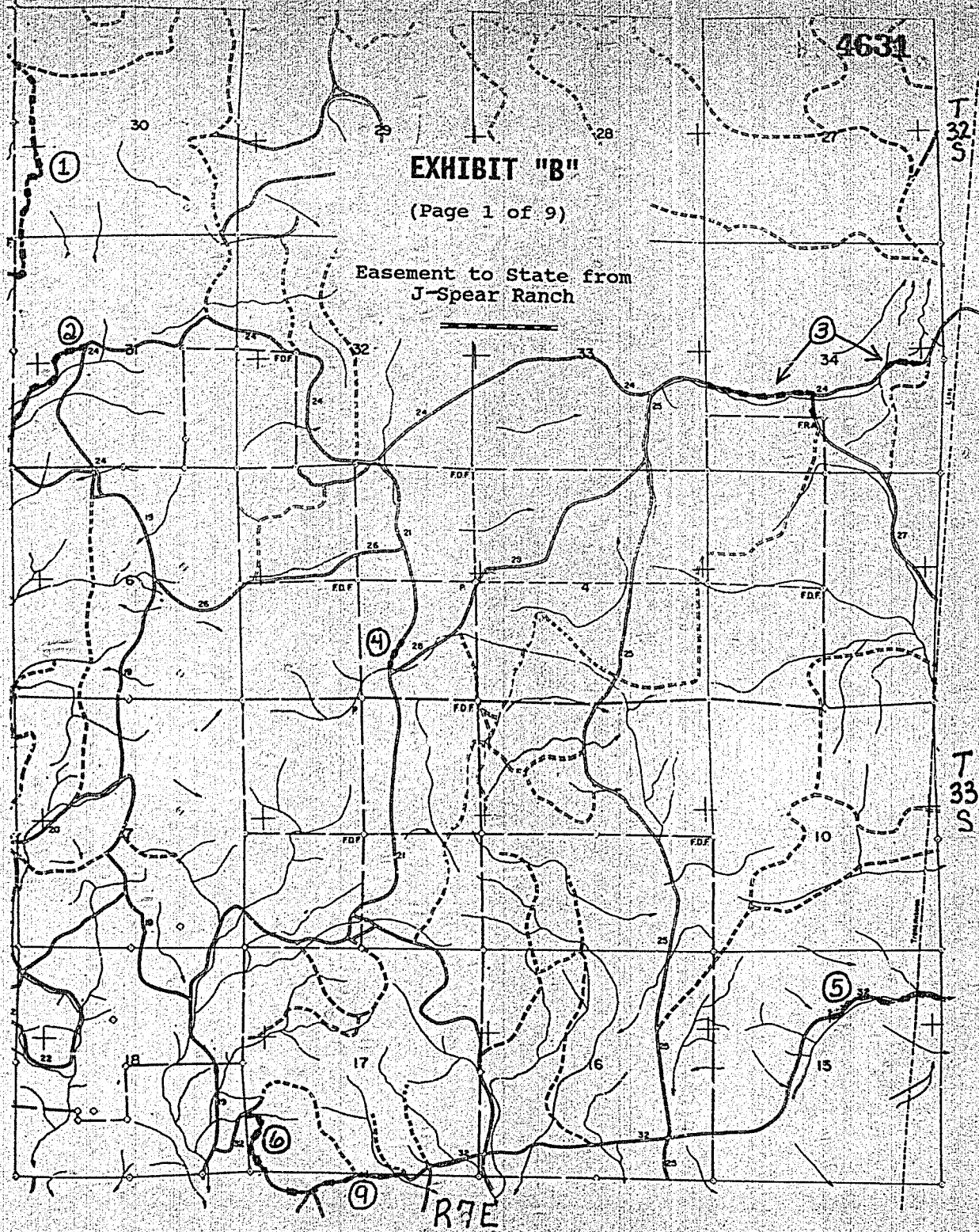
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EXHIBIT "B"

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Easement to State from
J-Spear Ranch



THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY.

EXHIBIT "B"

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Easement to State from
J-Spear Ranch

Section 34, T32S, R7E, W.M.
Klamath County, Oregon

SEE MAP 32 07

SEE MAP 22 07

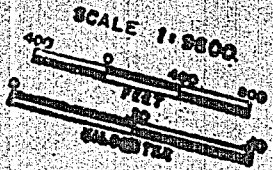
SEE MAP 32 97

SEE MAP 32 07

SEE MAP JJ 07

32 6734

4633



THIS MAP WAS PREPARED FOR
ASSOCIATED PURPOSE ONLY.

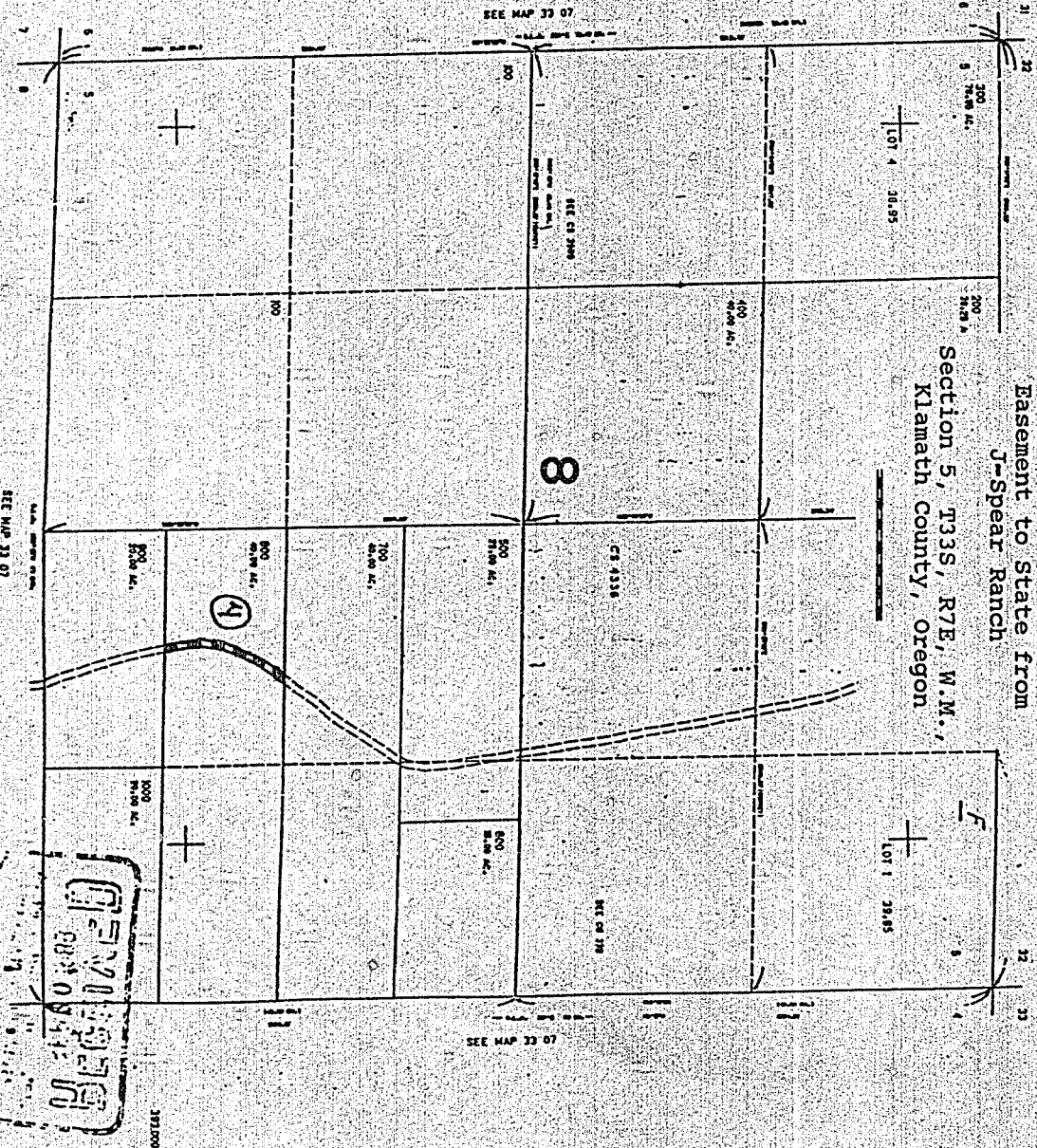
EXHIBIT "B"

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Easement to State from
J-Spear Ranch

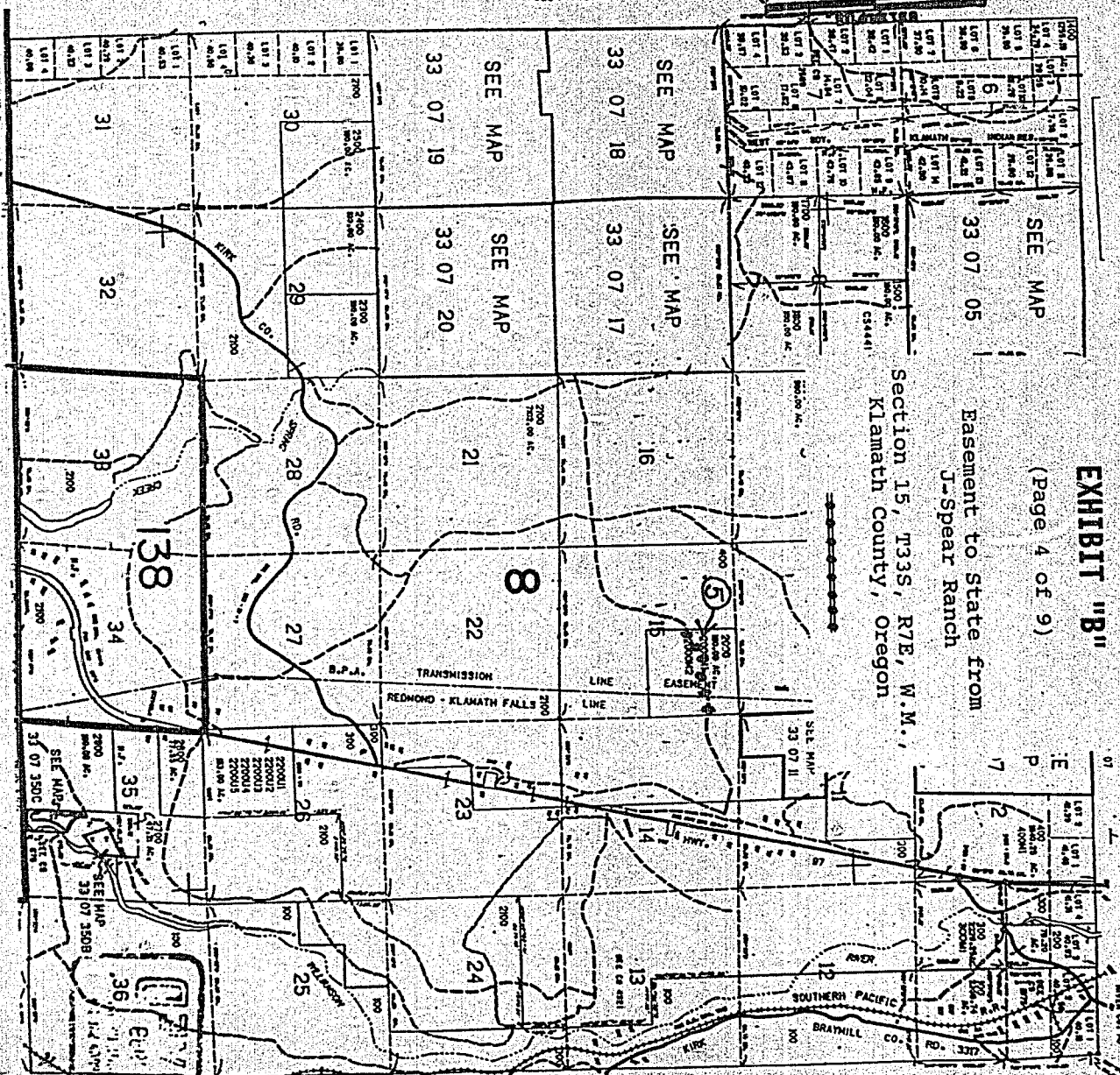
Section 5, T33S, R7E, W.M.,
Klamath County, Oregon



SCALE 1:48000



SEE MAP 33 07V



SEE MAP 33 08

33 07
INDEX

SCALE 1:9600



EXHIBIT "B"

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Easement to State from
J-Spear Ranch
Section 18, T33S, R7E, W.M.,
Klamath County, Oregon

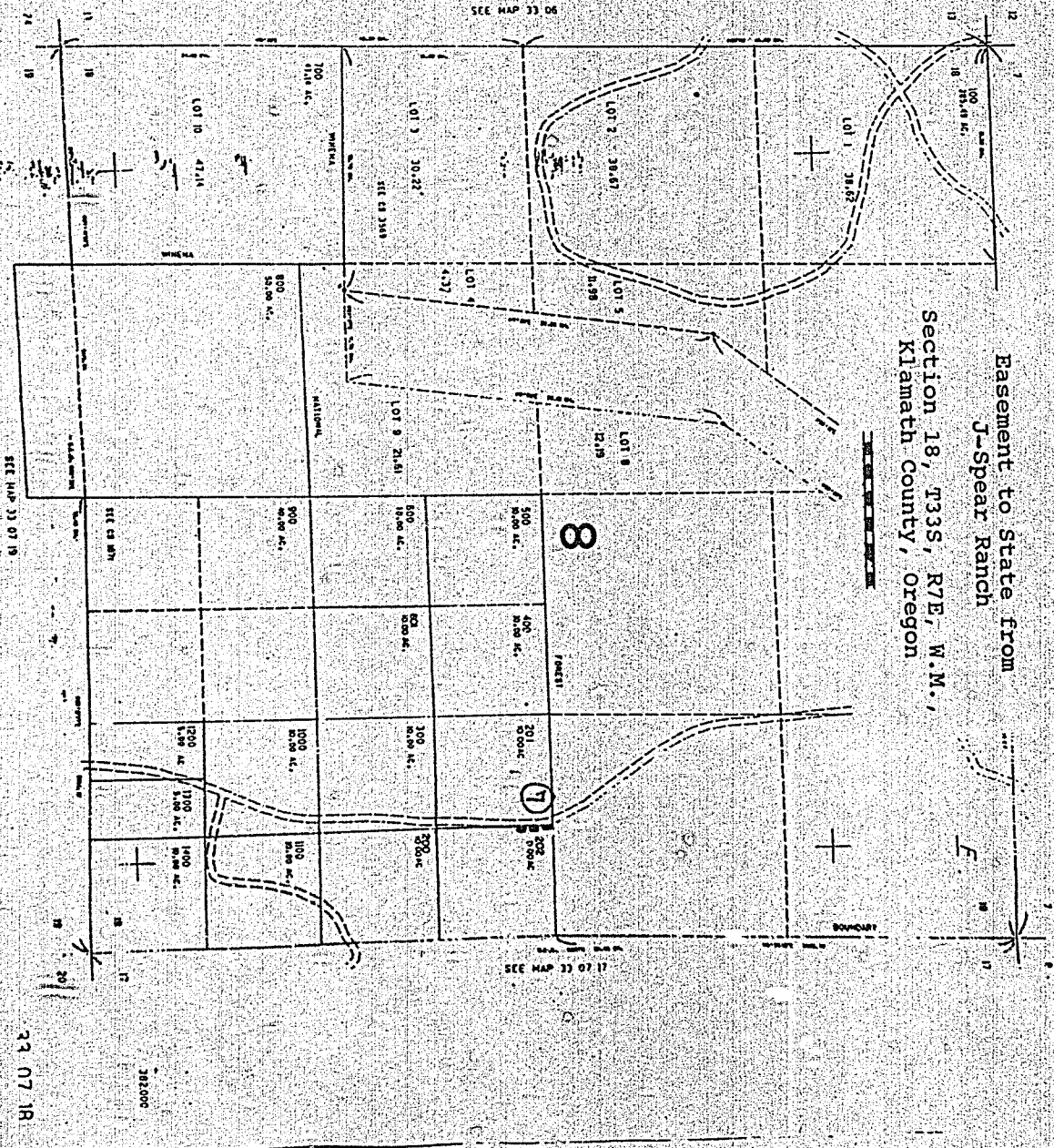
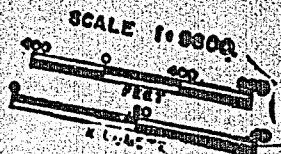


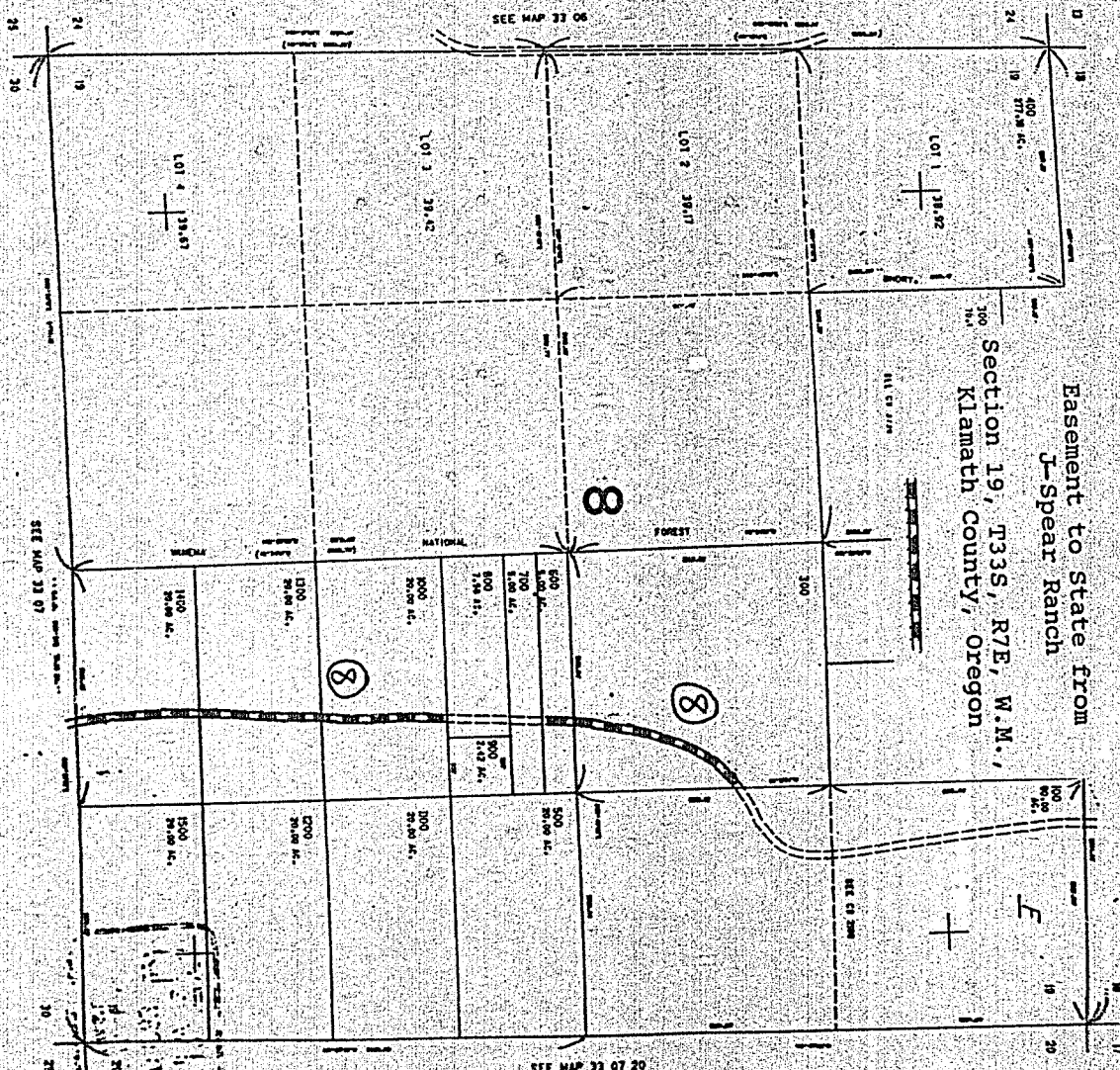
EXHIBIT "B"

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Easement to State from
J-Spear Ranch
Section 19, T33S, R7E, W.M.,
Klamath County, Oregon



THIS MAP WAS PREPARED FOR
KESSEPT PLATERS ONLY



SEE MAP 22 07 20



THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY.

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33 - 20

SCALE 1:2500

EXHIBIT "B"

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**Easement to State from
J-Spear Ranch**

Section 20, T33S, R7E, W.M.
Klamath County, Oregon

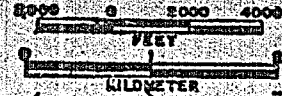
SEE MAP 33 07 19

SEE MAP 33-97

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SEE MAP 33 07

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PLANNING & DEVELOPMENT DIV.

SEE MAP 39 06

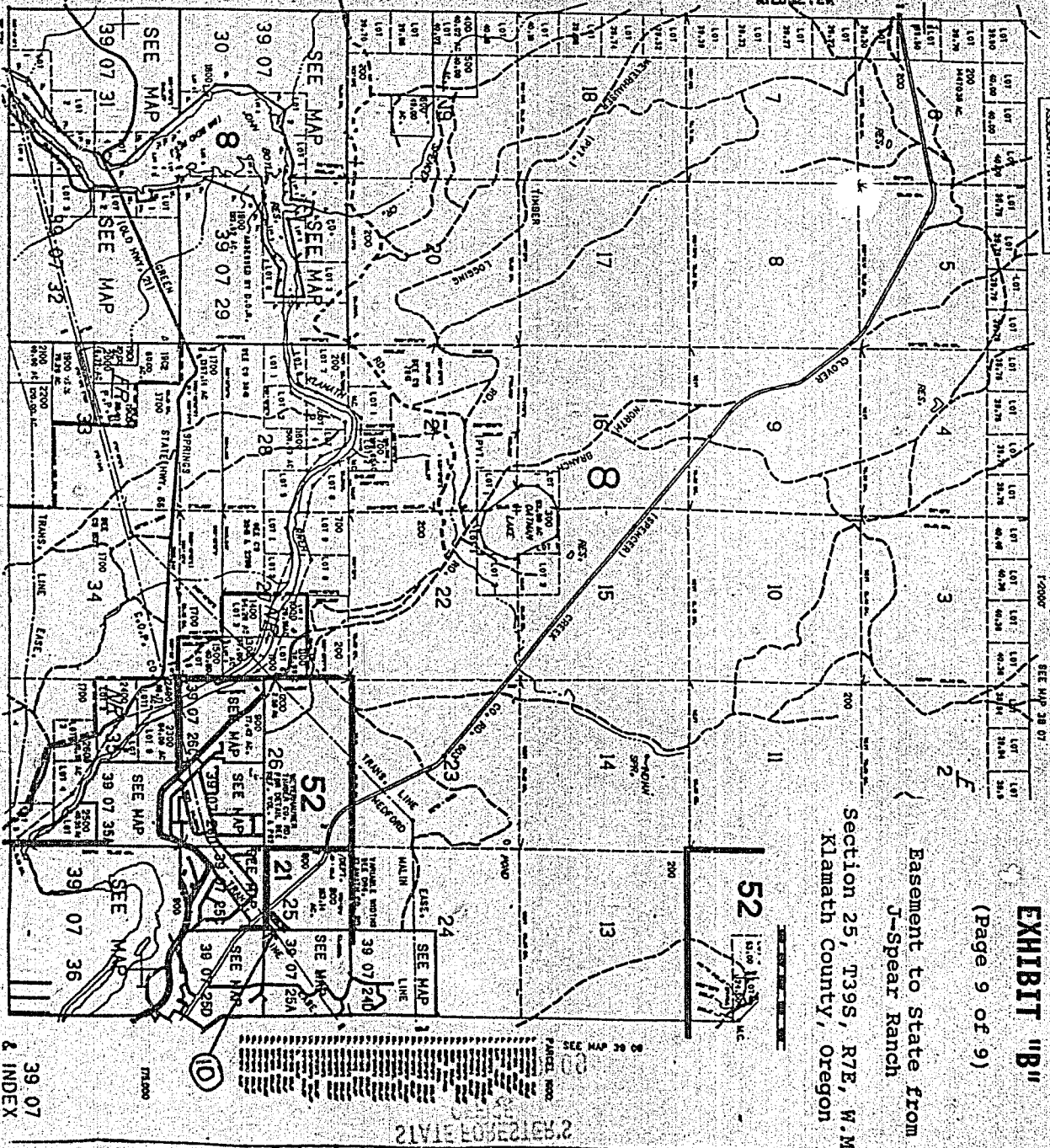


EXHIBIT "B"

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Easement to State from
J-Spear Ranch

Section 25, T39S, R7E, W.M.,
Klamath County, Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 10th day
of Feb. A.D., 19 94 at 1:28 o'clock P M., and duly recorded in Vol. M94
of Deeds on Page 4627.

FEE \$70.00

Evelyn Biehn - County Clerk
By Pauline Muelendor