

ATC 41779
EASEMENT

In consideration of an exchange of easements, CROWN PACIFIC LIMITED PARTNERSHIP, (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 North half of the Northwest quarter of the Southeast quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$) and the West half of the Northwest quarter of the Northeast quarter of the Southeast quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) 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 certain of 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 the use of this easement by GRANTEE or its licensees and permittees 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.

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

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 sales 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, prior to commercial use of the roads under this easement.
 - e. Other insurance limits may be set upon mutual agreement in writing by the GRANTOR and GRANTEE.
 - f. The insurance policy or policies shall name GRANTOR as an additional insured and shall contain a contractual liability endorsement referring to this easement.

9. This easement shall run with the land as to all property benefitted and burdened hereby. The provisions of this easement shall bind, burden, and benefit GRANTEE and GRANTOR (in each case for so long as it owns property affected by this easement) and their respective successors and assigns with respect to such property.
10. Any notice which an owner of real property affected by this easement desires to give any other such owner shall be in writing and shall be effective when actually delivered in person or two business days after placement in the U. S. mails, postage prepaid as registered or certified mail, return receipt requested, addressed to such other owner at its address shown below or to such other address as such owner may designate in writing to the other owner(s):

If to GRANTOR: Crown Pacific Limited Partnership
121 S.W. Morrison Street, Suite 900
Portland, OR 97204
Attn: General Counsel

If to GRANTEE: Oregon Department of Forestry
2600 State Street
Salem, OR 97310
Attn: Forest Management Division

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

Executed this 21st day of June, 1994.

GRANTOR:

CROWN PACIFIC LIMITED PARTNERSHIP
an Oregon limited partnership

By: Crown Pacific, Ltd.
General Partner

By: 

Roger L. Krage, Secretary

GRANTEE:

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

By: 

Ray Craig
Assistant State Forester

19870

311.18114

Easement from Crown Pacific
Page 4

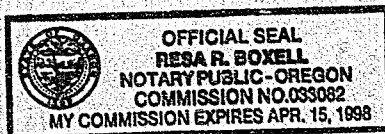
Forest Management Division

ACKNOWLEDGMENT

STATE OF OREGON)
) ss.
County of Multnomah)

June 9, 1994

Personally appeared Roger L. Krage who, being duly sworn (or affirmed), did say that he is the secretary of Crown Pacific, Ltd., the General Partner of Crown Pacific Limited Partnership, an Oregon limited partnership and that said instrument was signed in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed.



Resa R. Boxell
Notary Public for Oregon

My Commission expires: 04/15/98

After recording return to:

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

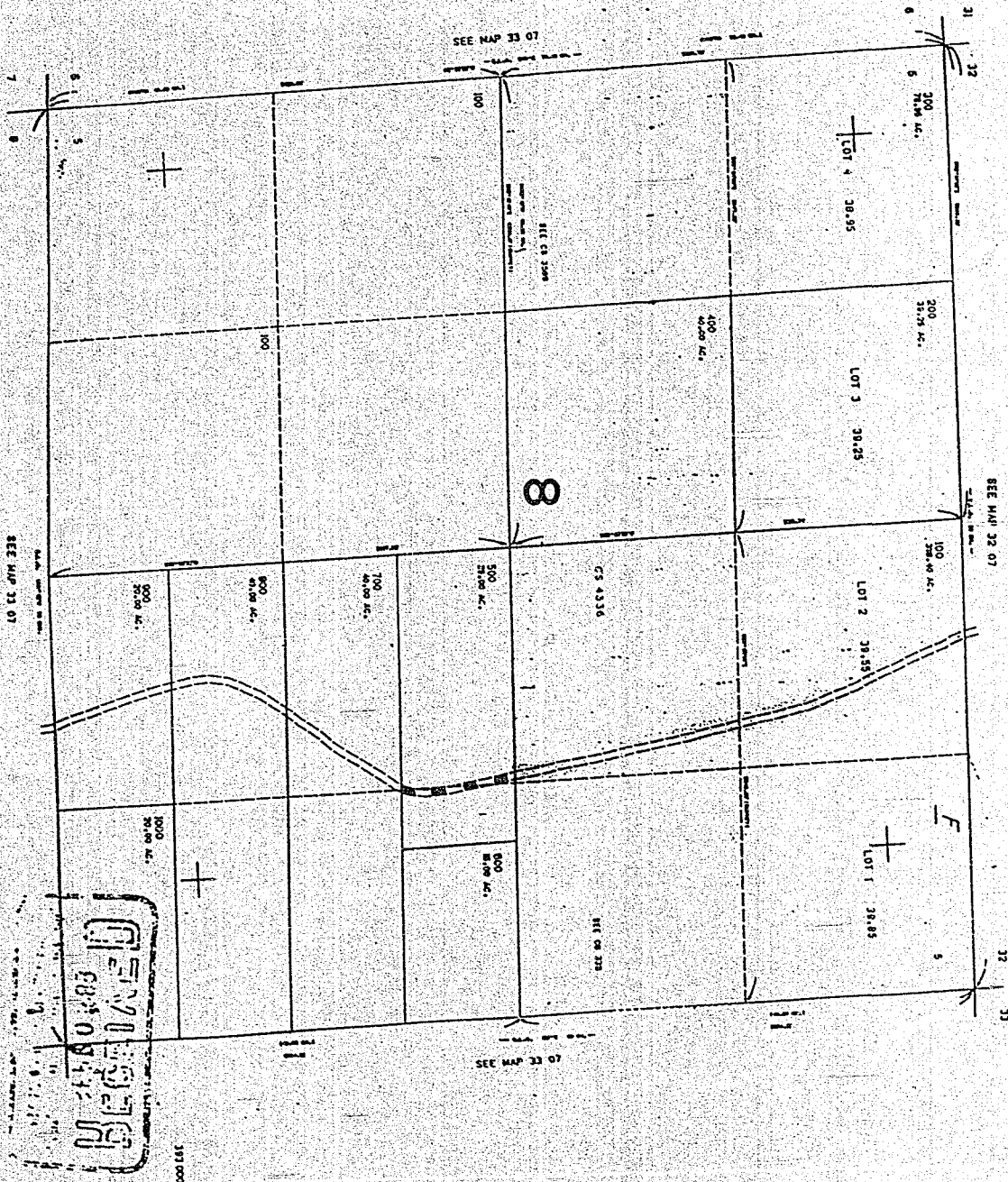
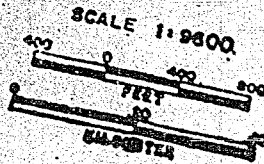
V:\DOCUMENT\31118114

EXHIBIT "A"

19871

EASEMENT NO. 311.18114 TO BOARD OF FORESTRY
Located in the N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ & W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$,
Sec. 5, T33S, R7E, W.M.,
Klamath County

Easement Road: 



THIS MAP WAS PREPARED FOR
EASEMENT PURPOSE ONLY.

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title Co the 27th day
of June A.D., 19 94 at 11:19 o'clock A M., and duly recorded in Vol. M94
of Deeds on Page 19867

Evelyn Biehn County Clerk

By Pauline Miller

FEE \$30.00

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