

95315

MTC 33174

311.18115

EASEMENT

In consideration of One Dollar (\$1.00), ALBERT LOREN STONE and BETTY YOUNG STONE as Trustees under the Living Trust dated December 16, 1992, (GRANTORS), grant and convey to the STATE OF OREGON, acting by and through its Board of Forestry (GRANTEE), a non-exclusive easement over, upon and across:

The South half of the North half of the Southeast quarter (S½N½SE¼) of Section 5, Township 33 South, Range 7 East of the 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. GRANTORS reserve the exclusive right to grant further easements across the above described land.
3. GRANTEE shall save and hold harmless the GRANTORS 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 GRANTORS 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 GRANTORS' 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, GRANTORS shall have the right to perform or cause to have performed said maintenance and recover all associated costs from GRANTEE. GRANTEE shall reimburse GRANTORS within 30 days from date billed.

8. GRANTEE shall require the purchasers 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 GRANTORS 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:

1. 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.

2. 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.

3. 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.

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- 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 GRANTORS.
- e. Other insurance limits may be set upon mutual agreement in writing by the GRANTORS and GRANTEE.
9. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this easement.

Executed this 15th day of February, 1995.

GRANTORS:

Albert L Stone
Albert Loren Stone, Trustee

Betty Young Stone
Betty Young Stone, Trustee

GRANTEE:

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

Ray Craig
Ray Craig
Assistant State Forester
Forest Management Division

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ACKNOWLEDGMENT

STATE OF OREGON)
County of Klamath) ss

This instrument was acknowledged before me this 15th day of February, 1995, by Albert Loren Stone and Betty Young Stone.



John Nelson
Notary Public for Oregon

My Commission expires: 8-30-98

After recording return to:

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

Tax Account No. 3307 -00500-00701

EXHIBIT "A"

4091

PERMANENT EASEMENT STONE TO FORESTRY

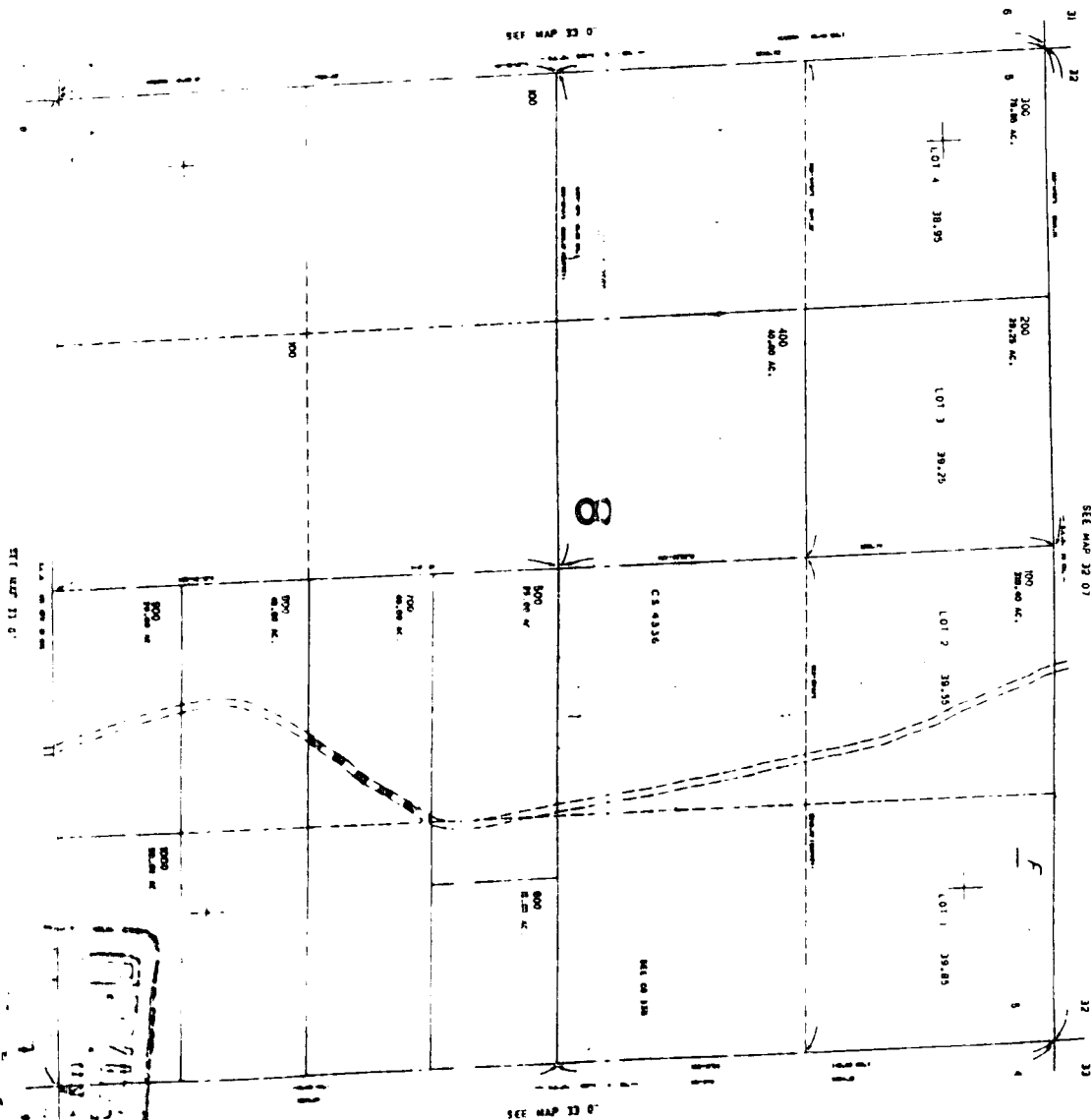
No. 311.18115

Located in the S $\frac{1}{4}$ N $\frac{1}{4}$ SE $\frac{1}{4}$
of Section 5, T33S R7E, W.M.,
Klamath County Oregon

SCALE 1"=200'



Easement Location: ■ ■ ■ ■ ■



THIS MAP WAS PREPARED FOR
RECORDING PURPOSE ONLY.

30.1.05

STATE OF OREGON COUNTY OF KLAMATH

Filed for record at request of Mountain Title Co the 24th day
of Feb A.D. 19 95 at 9:00 o'clock A M., and duly recorded in Vol. 195
of Deeds on Page 4087

Hermetha G. Letsch, County Clerk

By Wanda L. Miller

FEE \$30.00