

33653

97 JUL 20 10:54

After recording return to:

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

311.18120

K-50595

EASEMENT

In consideration of an exchange of easements, WHISKEY CREEK TIMBER COMPANY, an Oregon corporation, (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:

Existing roads located in portions of the Northwest quarter (NW¼) of Section 9, 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:
 - a. If for a period of 10 years GRANTEE shall fail to use or otherwise abandon said easement; or

- b. If 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; or

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 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 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.

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Easement from Whiskey Creek
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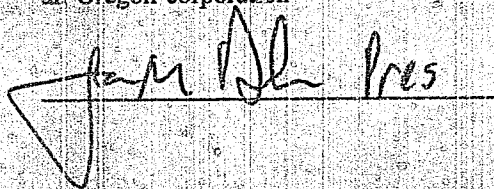
e. Other insurance limits may be set upon mutual agreement in writing by the GRANTOR and GRANTEE.

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

Executed this 13 day of June, 1997.

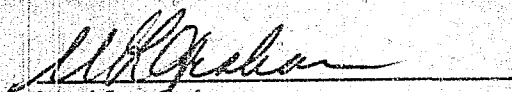
GRANTOR:

WHISKEY CREEK TIMBER COMPANY,
an Oregon corporation

 James W. Pres

GRANTEE:

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


Marti-Lea Graham
Business Manager
Forest Management Division

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Easement from Whiskey Creek
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ACKNOWLEDGMENT

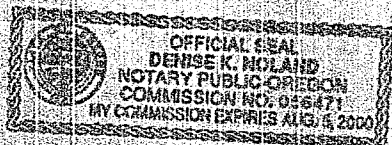
STATE OF OREGON)

County of Klamath)

ss.

June 13, 1997

Personally appeared James M Dahm who, being duly sworn
(or affirmed), did say that he is the president (or other officer) of Whiskey Creek Timber Co.
(naming the corporation) 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.

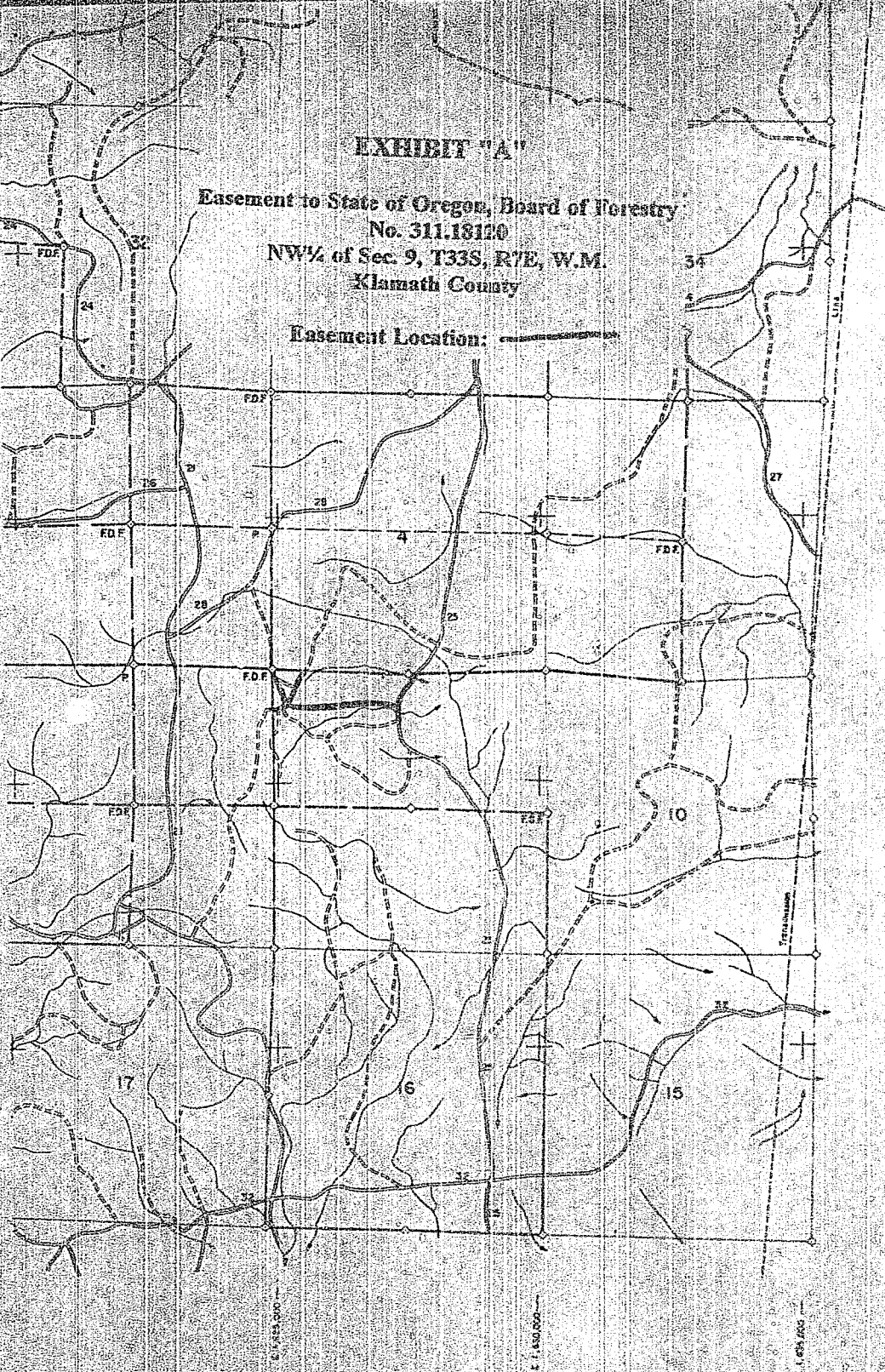


Denise K. Moland
Notary Public

My Commission expires: August 5, 2000

EXHIBIT "A"

Easement to State of Oregon, Board of Forestry
No. 311.18120
NW¼ of Sec. 9, T33S, R7E, W.M.
Klamath County

Easement Location: 

R. 7 E.

STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 20th day
of June A.D., 1997 at 10:54 o'clock A. M., and duly recorded in Vol. 197
of Deeds on Page 19078

FEE \$30.00

By Bernetha G. Letsch, County Clerk
Kathleen K. K...