

NOT 94850

2012-011404

Klamath County, Oregon

10/15/2012 10:01:06 AM

Fee: \$62.00

<i>Space above for Recorder's use</i>	
After recording return to:	Send Tax Statements To:
Oregon Department of Forestry State Forests Division 2600 State Street, Bldg. D Salem, OR 97310	No Change Tax ID #R85865, Tax Lot 100

311.18161

EASEMENT

In consideration of an exchange of easements, HILDA E. FRANCIS, Trustee under The Francis Loving Trust, dated January 16, 1990, (GRANTOR), grants and conveys to the STATE OF OREGON, acting by and through its Board of Forestry on behalf of the Oregon Department of Forestry, its successors and assigns, (GRANTEE), a non-exclusive easement over, upon and across:

Portions of the 21 Road located in the Northeast one-quarter (NE $\frac{1}{4}$) of Section 17, 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.

[Handwritten signature]

3. GRANTEE agrees to be responsible for any damage or any third party liability arising out of or related to the exercise of the rights granted under this easement, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution Article XI, Section 7, to the extent of liability arising out of the negligence of GRANTEE. GRANTEE shall not be required to indemnify or defend the GRANTOR for any liability arising out of the wrongful acts of employees or agents of the GRANTOR.
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 fails to use or otherwise abandons 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.

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 party 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 \$2,000,000 combined single limit per occurrence.
 - b. Automobile Liability insurance in an amount not less than \$2,000,000 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 \$2,000,000 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.
9. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this easement.

Executed this 13th day of September, 2012.

GRANTOR:

GRANTEE:

Conveyance Accepted by:

STATE OF OREGON, acting by and
through its Board of Forestry on behalf of
the Oregon Department of Forestry

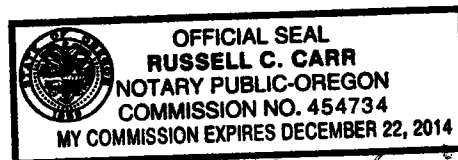
Hilda Francis
Hilda E. Francis, Trustee
Under the Francis Loving Trust
Dated January 16, 1990

Michael A. Bordelon
Michael A. Bordelon
Division Chief
State Forests Division

ACKNOWLEDGMENT

STATE OF OREGON)
)ss.
County of Klamath)

This instrument was acknowledged before me this 11 day of September,
2012, by Hilda E. Francis, Trustee under the Francis Loving Trust, dated January 16, 1990.



Notary Public Russell C Carr

My Commission expires: Dec 22, 2014

**CERTIFICATE OF APPROVAL OF CONVEYANCE
(ORS 93.808)**

The STATE OF OREGON, acting by and through its Board of Forestry on behalf of the Oregon Department of Forestry, hereby approves and accepts, pursuant to ORS 93.808, the conveyance from Hilda E. Francis to the State of Oregon, of the Easement to which this Certificate is attached.

A copy of this Certificate may be affixed to, and recorded with, the easement described above.

DATED this 13th day of September 2012.

State of Oregon, acting by and through its
Board of Forestry on behalf of the
Oregon Department of Forestry

By: Michael A. Bordelon
Name: Michael A. Bordelon
Title: Division Chief
State Forests Division

STATE OF OREGON)
) SS
COUNTY OF MARION)

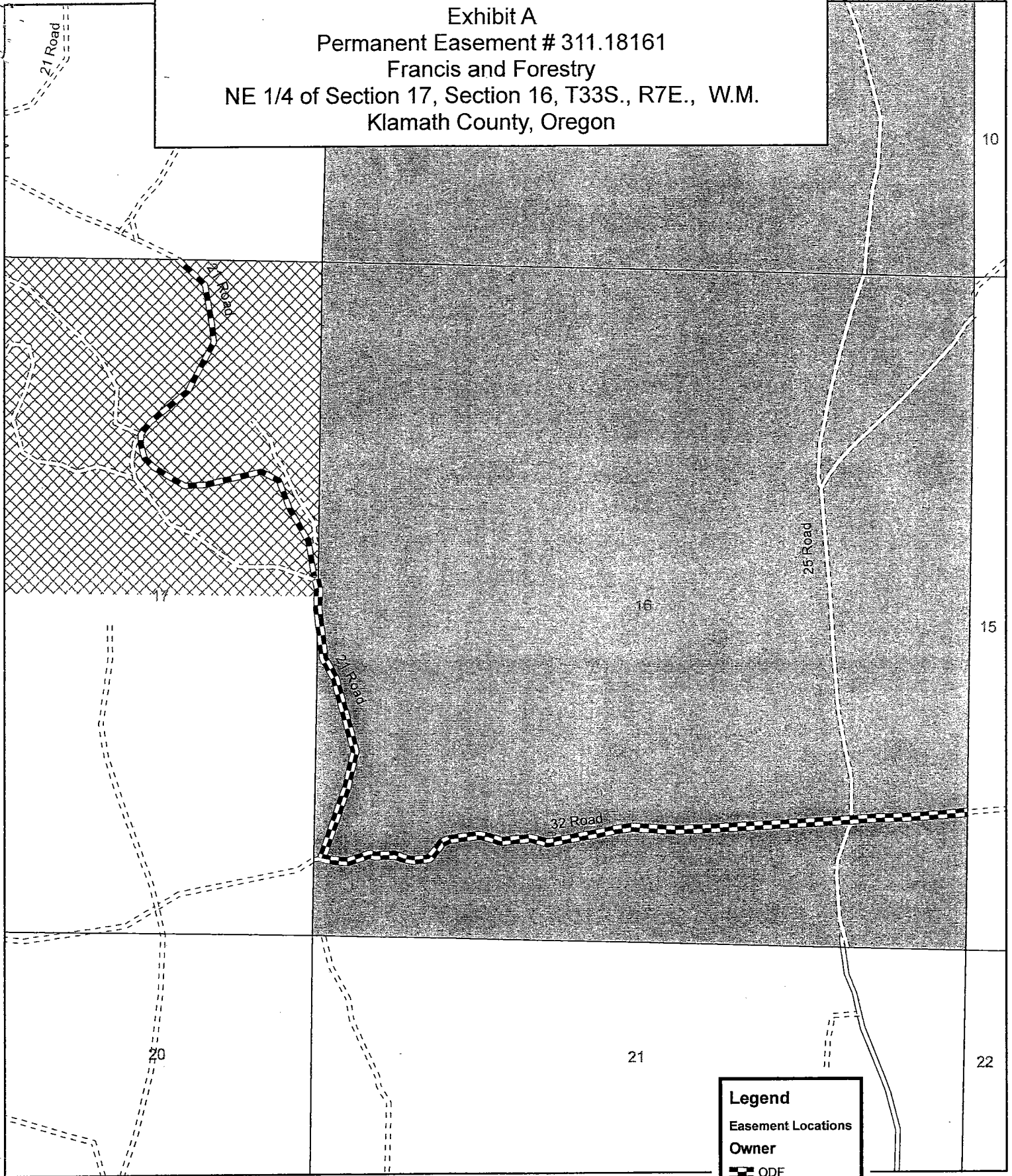
This instrument was acknowledged before me on September 13, 2012 by Michael A. Bordelon as State Forests Division Chief of the Oregon Department of Forestry.



Patricia S. Cate
Notary Public for Oregon

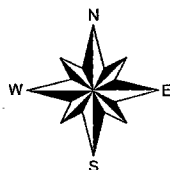
My commission expires: 6/23/2016

Exhibit A
Permanent Easement # 311.18161
Francis and Forestry
NE 1/4 of Section 17, Section 16, T33S., R7E., W.M.
Klamath County, Oregon



1 inch equals 1,000 feet







This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes.



Legend

Easement Locations

Owner

-  ODF
 Francis
 Roads
 Francis Trust
State of Oregon
 BOF
 CSL

State of Oregon